

# EXHIBIT 1



**TO:** Laura Morse  
PayPal, Inc.  
7700 Eastport Parkway  
La Vista, NE 68128

**RE:** **Process Served in Georgia**  
**FOR:** PayPal, Inc. (Domestic State: DE)

**Service of Process  
Transmittal**  
09/15/2017  
CT Log Number 531932051

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Techject Incorporated,Pltf. vs. PayPal Holdings, Inc, Dft.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Attachment(s), Summons, Complaint

**COURT/AGENCY:** Fulton County Superior Court, Fulton, GA  
Case # 2017CV293806

**NATURE OF ACTION:** Breach of contract and fiduciary responsibility

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Lawrenceville, GA

**DATE AND HOUR OF SERVICE:** By Process Server on 09/15/2017 at 08:54

**JURISDICTION SERVED :** Georgia

**APPEARANCE OR ANSWER DUE:** Within 30 days after service (Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Zachary B. Johnson  
Costyn Law  
6550 Powers Ferry Road NW  
Atlanta, GA 30317  
404-512-1858

**ACTION ITEMS:** SOP Papers with Transmittal, via UPS Next Day Air , 1Z0399EX0119357466  
Image SOP  
Email Notification, PayPal SOP Litigation Team CTCorpservice@paypal.com

**SIGNED:**  
**ADDRESS:** C T Corporation System  
289 S Culver St.  
Lawrenceville, GA 30046-4805  
**TELEPHONE:** 866-286-4469

Civil Action No. 2017CV293806Date Filed: 10 AUGUST 2017

Superior Court	<input checked="" type="checkbox"/>	Magistrate Court	<input type="checkbox"/>
State Court	<input type="checkbox"/>	Probate Court	<input type="checkbox"/>
Juvenile Court	<input type="checkbox"/>		

Georgia, Fulton COUNTY

Attorney's Address  
 COSTIN LAW  
 6550 Powers Ferry, P.O. NW  
 Atlanta GA 30339

TechJect. Incorporated

Plaintiff

VS.

Principal Holdings, Inc

Defendant

Name and Address of Party to be Served.

PayPal Holdings, Inc c/o Registered Agent  
3761 Venture Dr  
Duluth, GA 30096

2017CV293806 10 AUGUST 2017 SHERIFF'S ENTRY OF SERVICE Garnishee

PERSONAL

I have this day served the defendant \_\_\_\_\_ personally with a copy  
 of the within action and summons.

NOTORIOUS

I have this day served the defendant \_\_\_\_\_ by leaving a  
 copy of the action and summons at his most notorious place of abode in this County.

CORPORATION

Delivered same into hands of \_\_\_\_\_ described as follows:  
 age, about \_\_\_\_\_ years; weight \_\_\_\_\_ pounds; height, about \_\_\_\_\_ feet and \_\_\_\_\_ inches, domiciled at the residence of  
 defendant.

TACK &amp; MAIL

Served the defendant 10/10/17 11:11:05 AM a corporation  
 by leaving a copy of the within action and summons with 11/11/17 11:11:05 AM  
 in charge of the office and place of doing business of said Corporation in this County.

NONEST

I have this day served the above styled affidavit and summons on the defendant(s) by posting a copy of the same to the door of the premises designated in said affidavit, and on the same day of such posting by depositing a true copy of same in the United States Mail, First Class in an envelope properly addressed to the defendant(s) at the address shown in said summons, with adequate postage affixed thereon containing notice to the defendant(s) to answer said summons at the place stated in the summons.

Diligent search made and defendant \_\_\_\_\_  
 not to be found in the jurisdiction of this Court.

This 10 day of SEP, 20 17.

DEPUTY

IN THE IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

TECHJECT, INCORPORATED

Plaintiff/Petitioner

Cause No.: 2017CV293806

vs.

PAYPAL HOLDINGS, INCORPORATED

Defendant/Respondent

Hearing Date:

DECLARATION OF SERVICE OF:  
SUMMONS; COMPLAINT FOR DAMAGES

The undersigned hereby declares: That s/he is now and at all times herein mentioned, a citizen of the United States and over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, has the authority to serve pleadings in the State named below, and is competent to be a witness therein.

Documents came to hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

On the date and time of \_\_\_\_\_ at the address of 3761 VENTURE DR,  
DULUTH, Gwinnett County, GA 30096, the undersigned served the above described documents upon: PAYPAL  
HOLDINGS, INCORPORATED c/o NATIONAL REGISTERED AGENTS INC., REGISTERED AGENT

Corporate Service

by then and there personally delivering \_\_\_\_\_ true and correct copy(ies) thereof, by then presenting to and leaving  
the same with

*Name and Title of Person Receiving Documents*

*Physical description*

COMMENTS

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Process Server Name

Reg. State, County and ID#

Signature

ORIGINAL PROOF OF SERVICE



ABC Legal Services, Inc.  
633 Yesler Way  
Seattle, WA 98104

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Ref #: 2017CV293806

Tracking #: 0018984793





IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA  
 136 PRYOR STREET, ROOM C-103, ATLANTA, GEORGIA 30303  
 SUMMONS

<u>TechJect, Incorporated</u>	) Case No.: <u>2017CV293806</u>
Plaintiff,	)
vs.	)
<u>PayPal Holdings, Incorporated</u>	)
Defendant	)
	)
	)

## TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file electronically with the Clerk of said Court at <https://efilega.tylerhost.net/ofsweb> and serve upon plaintiff's attorney, whose name and address is:

Joseph M. Costyn  
 Costyn Law  
 6550 Powers Ferry Rd NW  
 Atlanta, GA 30339  
 404-902-8782 / jcostyn@costynlaw.com

An answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service; unless proof of service of this complaint is not filed within five (5) business days of such service. Then time to answer shall not commence until such proof of service has been filed. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

This 8th day of August, 20 17

Honorable Cathelene "Tina" Robinson  
 Clerk of Superior Court  
 By Sherry Vaughn  
Deputy Clerk

To defendant upon whom this petition is served:

This copy of complaint and summons was served upon you \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
 Deputy Sheriff

**THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA**

TECHJECT, INCORPORATED	)	CIVIL ACTION
	)	FILE NO.
Plaintiff,	)	
	)	
v.	)	
	)	
PAYPAL HOLDINGS, INCORPORATED,	)	
	)	
Defendant.	)	

**COMPLAINT FOR DAMAGES**

COMES NOW Plaintiff TechJect, Incorporated (hereinafter "TechJect" or "Plaintiff"), for its Complaint for Damages against PayPal Holdings, Incorporated (hereinafter "Defendant" or "PayPal") alleges as follows:

**BACKGROUND AND PARTIES**

1. This is an action for compensatory and punitive damages due to the breach of contractual duties by Defendant against Plaintiff, and willful misconduct by Defendant.
2. Plaintiff is a Georgia corporation, with its principal place of business at 541 10<sup>th</sup> Street NW, Atlanta, Georgia 30309. Plaintiff submits to the jurisdiction of this Court.
3. Defendant PayPal is a Delaware corporation, with its principal place of business at 2211 North First Street, San Jose, California 95131.

**JURISDICTION AND VENUE**

4. Jurisdiction is proper with the Superior Court of the State of Georgia because (i) Defendant is subject to personal jurisdiction of this Court under Georgia's Long Arm Statute (O.C.G.A. § 9-10-91); (ii) Defendant acted tortiously and caused damage to Plaintiff, which is domiciled in Georgia; (iii) Defendant regularly conducted business in Georgia, including

providing services to Plaintiff and being intimately involved in Plaintiff's business transactions, project management, and other internal business interactions, decisions, and expenditures; (iv) Defendant derived substantial revenue from Georgia via funds received by Plaintiff for work performed in Georgia; and (v) Defendant should reasonably have expected that his actions would have consequences in this district.

5. Venue is proper in this Court because the cause of action originated in this district, the harm caused by Defendant's breach occurred in this County, the contracts at issue were executed by Plaintiff in this County, Plaintiff's principal place of business is located within this County, all of Plaintiff's employees were located in this County, and because Plaintiff's major business partners were located in this County.

#### **STATEMENT OF FACTS**

6. TechJect was founded in 2011 by Dr. Jayant Ratti, who has served as CEO and President since its inception.

7. Plaintiff is company that focuses on developing bio-inspired drones to be used in a number of different robotics applications.

8. Defendant operates an online-payment processing service that processes and distributes funds by acting as an online money transfer platform.

9. The pilot product of TechJect, known as the Robot Dragonfly, is a lightweight robotics insect that collects and relays data while using aerodynamics similar to that of a bird or insect. Initial research efforts by Plaintiff were funded primarily through grants from the United States Air Force Office of Scientific Research through the Georgia Institute of Technology and Impact Technologies, LLC.

##### **A. Establishment of Contractual Relationship between TechJect and PayPal**

10. In 2012, TechJect chose to utilize Indiegogo Incorporated's (hereinafter "IGG") website platform and crowdfunding services in order to bring the Robot Dragonfly Systems to the commercial market. Defendant would service TechJect's campaign by disbursing campaign funds received to Plaintiff pursuant to the terms and conditions of its User Agreement. Attached as Exhibit A is a true and correct copy of the User Agreement in effect at the launch of TechJect's campaign with IGG.

11. TechJect's Robot Dragonfly campaign launched on IGG's platform on November 6, 2012, to overwhelming public support and praise from IGG's corporate representatives.

12. After TechJect's successful launch, IGG's then-CEO, and now COO, Slavin Rubin, became thoroughly involved in TechJect's funding campaign, personally offering direct oversight, periodic consultations, and even visited TechJect's headquarters in Atlanta, Georgia, on a number of occasions. In addition, Rubin also delegated an individual IGG employee from their Customer Happiness Team to ensure the success of TechJect's funding campaign.

13. TechJect's Robot Dragonfly campaign was IGG's most successful technology campaign, evidenced by the highest earnings and amount of funds contributed by the public, as well as being featured constantly in major global news outlets, scientific magazines, technology digests, as well as IGG's press releases and marketing channels.

14. In 2013, circumstances began to change between TechJect, Defendant, and IGG after TechJect began receiving demands for refunds by public contributors, coupled with Defendant's subsequent wrongful withholding of campaign contributions needed by TechJect to finance and complete the Robot Dragonfly project. TechJect had an expectation that funds would be released by Defendant in a reasonably timely manner, and structured business contracts and expected production dates around such expectations.

15. As evidence of the aforementioned withholding, PayPal issued to TechJect a 1099K for the 2012 financial year for the amount of \$1,095,663.36, despite the fact that PayPal only released \$146,998.00 to TechJect. Plaintiff did not have access or control over the indicated funds that were treated by PayPal as income received by Plaintiff. Plaintiff received this 1099K from Defendant years before actually receiving all of the funds that the 1099K stated it received in 2012. Attached as Exhibit B is the 1099K issued to Plaintiff for 2012.

16. On numerous occasions, funds contributed to TechJect's campaign would be inexplicably held without any reason given by PayPal or IGG, and on several instances the funds were withheld well past the limits stated in Defendant's own User Agreement, despite complaint from TechJect that the wrongful withholding of funds was hampering Plaintiff's contractual and business obligations, and its ability to deliver promised goods to campaign contributors.

17. The terms of Defendant's User Agreement in force at the time stated clearly the conditions and limitations that PayPal could place on user's funds if it believed Plaintiff engaged in any Restricted Activities:

**"If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, other Users, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability."**

See Exhibit A, Section 10.3.

18. Specifically, the User Agreement limited the amount of time funds could be withheld by Defendant:

**"We may hold your Balance for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy."**

See Exhibit A, Section 10.3(e).

19. Additionally, the User Agreement states the limits of PayPal's ability to place

holds on a user's account pertaining to any alleged risky behavior:

"PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's determination may be based on a number of different factors and PayPal may rely on information it receives from its third party partners such as eBay...If PayPal places a hold on any or all of the payment you receive PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 21 Days from the date the payment was received into your Account unless you receive a Dispute, Claim, Chargeback, or Reversal or PayPal has taken another action permitted under this Section 10..."

See Exhibit A, Section 10.5(a).

20. Campaign contributors were told by PayPal and Indiegogo executives and customer service employees through numerous email communications that Defendant had no ability to refund any campaign funds, and falsely stated that only Plaintiff had the ability to do so. In some cases, these contributors were told that the period to claim their refund had already elapsed.

21. In response, TechJect made it clear to IGG's CEO through constant communications that they are facing problems from Defendant's refusal to release campaign funds, as well as submitting complaints to IGG's Customer Happiness Team, and to David Ambromovich, who was assigned to TechJect as IGG's principal campaign representative. The only communication TechJect received as feedback concerning the wrongful withholding of funds was Ambromovich telling TechJect that Defendant occasionally has "small hiccups", but that Defendant was improving in this area.

22. In addition to Defendant wrongfully delaying and withholding campaign contributor's funds from TechJect, Defendant also unilaterally terminated TechJect's ability to accept further campaign contributions and unrelated payments into TechJect's PayPal account both during the campaign and then again after the campaign, in direct violation of both

**Defendant's User Agreement.**

23. Shockingly, Defendant then began to demand that TechJect return “small disbursements” that TechJect had withdrawn from its PayPal account. When TechJect responded to Defendant’s executives with legally valid reasons as to why a return of any disbursements was not applicable to TechJect and not required under the terms of the User Agreement, a PayPal representative, Denny Giardina, repeatedly threatened to “clawback” any funds that were rightfully due to TechJect, and that PayPal “will come after you”, without any appropriate legal or contractual basis. Neither Defendant nor IGG have ever offered any kind of rationale or coherent explanation as to why such wrongful and restrictive actions were taken against TechJect.

24. More troubling, however, is the fact that Defendant never withheld any of the upfront campaign hosting fees due to IGG per its Terms of Use (amounting to 4% of contributions), nor did Defendant withhold its own service fees (amounting from 3%-5% of contributions). Defendant paid itself and IGG substantial sums of revenue directly from campaign funds contributed to TechJect’s campaign.

25. At no time was TechJect ever apprised of the possibility that the campaign contribution funds that were rightfully owed to TechJect would be improperly withheld for far longer than any amount of time dictated in either Defendant’s User Agreement.

26. More disturbingly, while TechJect suffered financial harm due to the improper withholding of campaign fund contributions, both Defendant and IGG clearly benefited from TechJect’s campaign contributions by having their own fees paid out promptly by Defendant, despite PayPal’s contractual obligations to ensure payment of funds in a timely manner.

27. Despite the proactive steps taken by TechJect to constantly report the numerous

**failings and wrongful withholding of funds by Defendant, all that was received by TechJect were vague responses and additional roadblocks in an attempt to deflect liability for IGG and Defendant. TechJect received these baseless explanations and misguided feedback for months from PayPal and IGG's executives.**

28. Despite IGG's claims that it holds no responsibility or influence over the wrongful actions taken by Defendant, irrefutable evidence exists of IGG's close working relationship and constant collaborations with PayPal's representatives and customer service personnel over the course of TechJect's campaign. This close relationship evidences a degree of control, direction, and influence by IGG over Defendant's handling of TechJect's contribution funds. Most disturbing is IGG's refusal to intervene in any kind of appropriate or meaningful manner into the circumstances surrounding TechJect's treatment, despite having an intimate working relationship with Defendant, as well as full knowledge of Defendant's egregious treatment of TechJect and numerous other companies and campaigns using IGG's platform.

29. Along with constant evasive responses, IGG and Defendant repeatedly directed TechJect to the ever-changing terms of the User Agreement in an attempt to absolve its responsibility regarding TechJect's inability to access funds, as well as the improper withholding of funds owed to TechJect.

30. IGG's Terms of Use were changed on a constant basis, always in a concealed manner that offered no notice whatsoever to users of IGG's platform. IGG's Terms of Use underwent innumerable revisions, deletions, and alterations in an effort by IGG to unilaterally absolve themselves of any responsibility or liability for its actions and those of third-party services available on IGG's platform. No alerts were issued through email, and no written notice of any form was distributed to users or conspicuously displayed on IGG's website.

31. Additionally, the terms and conditions of Defendant's User Agreement were constantly altered and changed with absolutely no notification to Plaintiff or any consumers, always in an inconspicuous manner that attempted to relieve Defendant of any liability.

32. Such constant and clandestine changes to IGG's and Defendant's contractual obligations no doubt constitute a gross violation of the business relationship entered into by TechJect and Defendant and IGG, and is yet another example of a harmful practice carried out by IGG and Defendant to the detriment of both TechJect and their supporters in an attempt to evade responsibility for its own negligence and intentional conduct.

#### **B. Resulting Damage from Improper Withholding of Funds**

33. Due to Defendant's improper withholding of contributor campaign funds, coupled with IGG's failure to provide any legitimate reasoning or any attempt to address TechJect's constant complaints concerning IGG's ever-changing terms and conditions, directly caused TechJect both financial and reputational harm, and severely impeded its ability to carry out business operations.

34. In addition to direct monetary loss, TechJect experienced recurring staff retention and hiring issues, including engineering staff and enormous internal overhead, and an inability to fulfill contractual business obligations to complete projects and support its customers.

35. In response to these operational difficulties suffered by TechJect due to Defendant's improper actions, demands for campaign refunds from contributors steadily increased as support for TechJect's Robot Dragonfly campaign dwindled, only serving to intensify and exacerbate the operational and funding pressures facing TechJect.

36. TechJect suffers serious reputational and economic repercussions from the actions of Defendant and IGG to this day, and continues to seek ways to mitigate the nearly incalculable

losses sustained by TechJect. Since the commencement of the Robot Dragonfly campaign, TechJect has secured and fulfilled new contractual obligations, and has been forced to utilize additional revenue and profits in an effort to ensure that it can properly meet expectations and obligations resulting from its Robot Dragonfly campaign hosted on IGG's platform.

37. TechJect has remained vigilant in its efforts to mitigate its damages, as evidenced by TechJect entering into various business contracts with both domestic and international subcontractors and vendors in an effort to curb costs and to produce deliverable prototypes of various Robot Dragonfly models promised in its initial campaign. PayPal directed Plaintiff to cut costs on production by moving operations overseas to cheaper manufacturing areas instead of maintaining and utilizing manufacturing capabilities already in place in the United States.

**COUNT I  
(Breach of Contract)**

38. Plaintiff realleges paragraphs 1-37 as though fully stated herein.

39. At all times, TechJect has fully performed its contractual obligations required under its crowdfunding campaign.

40. Defendant collected its percentage fees from funds made to TechJect's campaign, but failed to deliver the funds rightfully due to TechJect in a timely manner, in clear breach of its contractual obligations.

41. Moreover, after refusing to release funds rightfully due to TechJect, PayPal then made unauthorized demands for TechJect to refund a large number of contributor's campaign contributions, with no adequate legal basis and in violation of its contractual rights.

42. Defendant subsequently froze TechJect's PayPal account from receiving payments of any kind, in direct violation of Defendant's User Agreement.

43. Defendant has violated its contractual obligations to Plaintiff, causing TechJect

harm.

**COUNT II**  
**(Breach of Fiduciary Duty)**

44. Plaintiff realleges and repeats Paragraphs 1-43 as though fully set forth herein.
45. The User Agreement entered into by Plaintiff and Defendant clearly established the existence of a contractual fiduciary relationship between TechJect and Defendant.
46. At all times during the existence of the contractual relationship between the Parties, Defendant owed a fiduciary duty to Plaintiff.
47. Defendant has violated the fiduciary duties of good faith, loyalty, and care owed to Plaintiff, have engaged in unlawful self-dealing, and have put their own pecuniary interest ahead of the interests of Plaintiff, to Plaintiff's detriment.
48. By the acts, transactions and courses of conduct alleged herein, Defendant has unfairly deprived Plaintiff of the true value of campaign funds rightfully owed to them, in breach of its contractual duties.
49. By reason of the foregoing acts, practices and course of conduct, Defendant has failed to exercise ordinary care and diligence in the exercise of their fiduciary obligations toward Plaintiff by acting in a manner adverse to the interests of Plaintiff in order to advance their own monetary gain.
50. At all times, Defendant has failed to act in good faith toward Plaintiff.
51. As a result of the actions of Defendant, Plaintiff has, and continues to, suffer irreparable harm to both their business, reputation, and their business relationships.
52. Plaintiff is entitled to damages as a result of Defendant's breach of fiduciary duty in an amount to be proven at trial.

**COUNT III**

**(Breach of Implied Covenant of Good Faith and Fair Dealing)**

53. Plaintiff realleges and restates Paragraphs 1-52 as though fully set forth herein.

54. The User Agreement entered into by Plaintiff and Defendant imposes upon each party a duty of good faith and fair dealing in its performance and enforcement.

55. At all times, Defendant was required to perform substantially within the spirit and letter of the User Agreement entered into by both Parties.

56. Defendant has acted in a completely unreasonable manner that frustrated the benefit of the bargain reasonably expected by Plaintiff.

57. Defendant's actions against TechJect have been knowingly made in bad faith, have been dishonest, and in contrast to the reasonable commercial standards of fair dealing.

58. Defendant has breached this implied duty of good faith and fair dealing due to its failure to honor its contractual obligations, and its failure to act in good faith.

59. Plaintiff has been harmed by Defendant's breach of this implied duty, and is entitled to damages against Defendant for all damages flowing from Defendant's breach of good faith and fair dealing in an amount to be proven at trial.

**COUNT IV  
(Fraud)**

60. Plaintiff realleges and restates Paragraphs 1-59 as though fully set forth herein.

61. Defendant, by and through its agents, employees or representatives, knowingly and willfully made false representations of material fact to Plaintiff and campaign contributors concerning its responsibility and liabilities related to disbursement of funds rightfully owed to TechJect.

62. At all times, Defendant knew, or should have known, that this representation was false due to Defendant's obligations being clearly stated in the User Agreement.

63. Defendant intended to induce Plaintiff into believing that Defendant had no obligation or liability to release funds to TechJect, and to induce TechJect into refraining from beginning litigation to obtain funds rightfully owed to Plaintiff.

64. Plaintiff was reasonable to rely on the misrepresentations of Defendant, who knowingly made false representations concerning its contractual obligations.

65. Defendant's false representations to Plaintiff caused TechJect to suffer damage to its revenues, business relationships, and contractual obligations to third parties.

66. As such, Plaintiff is entitled to damages resulting from Defendant's fraudulent actions in an amount to be proven at trial.

**COUNT IV**  
**(Fraudulent Misrepresentation)**

67. Plaintiff realleges and restates Paragraphs 1-66 as though fully set forth herein.

68. Defendant, by and through its agents, employees or representatives, knowingly and willfully made false representations of material fact to both Plaintiff and contributors to Plaintiff's crowdfunding campaign at varying times.

69. While Defendant would quickly and without delay disburse the fees owed to themselves and IGG from funds received by TechJect's campaign, the principal funds owed to TechJect from campaign contributors would not be released without significant delay, and in some instances, would even be wrongfully asked to be returned to contributors directly by Plaintiff.

70. Defendant and IGG have falsely claimed in dozens of email communications to contributors that Defendant and IGG did not have either the right or the means to disburse or issue refunds, and that TechJect is solely responsible because it is the campaign owner. When Defendant made these false statements, Defendant had been withholding funds from TechJect for

over a year, and was the only party in position to return funds, not Plaintiff.

71. These statements were completely false and misleading, and were knowingly made by Defendant through its agents and employees.

72. These false statements by Defendant caused numerous contributors to aggressively launch complaints to IGG through their webpage, and in other public forums, that damaged TechJect economically, as well as suffering damage to TechJect's reputation and business relationships.

73. Defendant's fraudulent representations proximately caused TechJect to suffer harm in an amount to be proven at trial.

**COUNT V**  
**(Deceptive Trade Practices)**

74. Plaintiff realleges Paragraphs 1-73 as though fully set forth herein.

75. Defendant, by the aforesaid acts, has engaged in conduct that creates a likelihood of confusion and misunderstanding to both Plaintiff and contributors to Plaintiff's IGG campaign.

76. Defendant made false and misleading statements of fact concerning the reasons for failing to disburse rightfully owed funds initially to Plaintiff, but also to campaign contributors that requested refunds.

77. These false statements caused confusion and misunderstandings concerning the ability and obligations of TechJect to refund contributor's campaign funds.

78. As a result of Defendant's deceptive trade practices, Defendant has monetarily profited, and Plaintiff has suffered both economic and reputational harm, and continues to be damaged by Defendant's aforesaid acts.

79. Plaintiff is entitled to damages due to Defendant's deceptive and unfair business

practices in an amount to be proven at trial.

**COUNT VI  
(Conversion)**

80. Plaintiff realleges Paragraphs 1-79 as though fully set forth herein.
81. Thousands of donors used PayPal to transfer funds to Plaintiff's campaign on IGG for the express purpose of funding Plaintiff's Robot Dragonfly project. These funds were rightfully owed to TechJect upon receipt by Defendant.
82. As such, Plaintiff had a protected property interest in these funds.
83. Plaintiff was rightfully due campaign funds contributed to its campaign hosted on IGG's platform in a timely manner, and serviced by PayPal.
84. Defendant intentionally and/or negligently, refused to distribute these funds, holding them far longer than Defendant was contractually permitted to per the terms of the User Agreement. Defendant exercised control, dominion, and ownership of these contributed funds.
85. In doing so, Defendant intentionally damaged and deprived Plaintiff of timely access and use of the funds rightfully owed to Plaintiff, and benefitted economically by exercising control over said funds.
86. Plaintiff made demands that Defendant disburse the funds that were rightfully owed to Plaintiff. Each time, Defendant refused to disburse said funds.
87. Defendant's wrongful withholding of campaign funds rightfully due to Plaintiff, while paying Defendant's own fees, constitutes a willful and intentional conversion of Plaintiff's property for the purpose of furthering Defendant's unlawful conduct.
88. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained economic damages.
89. Plaintiff is entitled to recover damages in an amount to be proven at trial.

**COUNT VII  
(Trade Libel)**

90. Plaintiff realleges Paragraphs 1-89 as though fully set forth herein.
91. Defendant made numerous false statements to both Plaintiff and to contributors regarding refunds of campaign contributions, stating that PayPal did not have the right or means to disburse funds to TechJect, and that TechJect was the only party with the available means to refund campaign contributions.
92. These statements were patently false, and damaged Plaintiff's reputation and ability to carry on business operations.
93. Defendant's statements were made to multiple third parties in absence of any special privilege to do so.
94. Defendant's false statements were willful and intentional.
95. Plaintiff has suffered economic and reputational damage as a result of Defendant's willful and intentional conduct.
96. Plaintiff is entitled to damages in an amount to be proven at trial.

**COUNT VIII  
(Promissory Estoppel)**

97. Plaintiff realleges Paragraphs 1-96 as though fully set forth herein.
98. Defendant's promise to disburse funds to Plaintiff pursuant to the terms of the User Agreement was clear and unambiguous.
99. As alleged above, Defendant has broken that promise.
100. As alleged above, Plaintiff relied on Defendant's promise of disbursing funds owed to TechJect in a timely manner in order to properly conduct its business affairs.
101. Plaintiff's reliance on Defendant's promise was reasonable and foreseeable.

102. As a direct and proximate result of Defendant's acts as alleged above, Plaintiff has suffered damage in an amount to be proven at trial.

**COUNT IX  
(Civil Conspiracy)**

103. Plaintiffs reallege Paragraphs 1-102 as though fully set forth herein.

104. Defendant, by and through its multiple agents, employees and representatives, acted in concert with IGG to enable Defendant to breach their fiduciary duties to Plaintiff, constituting a civil conspiracy for which Defendant is liable.

105. Defendant worked in concert with IGG to achieve their unlawful design, knowing at all times relevant hereto that the ultimate goal of their scheme was to deprive Plaintiff of any funds rightfully owed to Plaintiff as stated in more detail herein.

106. As a result of this civil conspiracy, Defendant is liable for any tort committed against Plaintiff in furtherance of said conspiracy.

107. As a result of Defendant's conspiracy as described herein, Plaintiff has suffered damages to which Plaintiff is entitled to recover from Defendant in an amount to be proven at trial.

**COUNT X  
(Punitive Damages)**

108. Plaintiff realleges Paragraphs 1-107 as though fully set forth herein.

109. Defendant acted willfully, intentionally, and knowingly when withholding funds rightfully owed to Plaintiff, and making intentionally false and fraudulent representations to both TechJect and campaign contributors about its supposed inability to refund campaign contributions, which harmed Plaintiff economically and reputationally.

110. Defendant's actions demonstrate a willful misconduct.

111. Accordingly, Plaintiffs are entitled to an award of punitive damages pursuant to O.C.G.A. § 51-12-5.1.

**COUNT X**  
**(Attorneys' Fees and Costs)**

112. Plaintiff realleges Paragraphs 1-111 as though fully set forth herein.

113. Defendant's actions as described herein constitute bad faith and have caused Plaintiff extreme and unnecessary trouble and expense. As a result, Plaintiff is entitled to recover from Defendant all of their reasonable costs of bringing this litigation including, but not limited to, Plaintiff's reasonable attorneys' fees pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, Plaintiff seeks:

- 1) Damages;
- 2) Costs;
- 3) Attorneys' fees;
- 4) Interest; and
- 5) Any other and further relief deemed appropriate by this Court.

Dated: August 7, 2017

By: s/Zachary B. Johnson  
Zachary B. Johnson  
Ga. Bar No. 972511  
Joseph M. Costyn  
Ga. Bar No. 103557  
**COSTYN LAW**  
6550 Powers Ferry Road NW  
Atlanta, GA 30317  
(404) 512-1858 P

**(859) 712-1858 F**

# EXHIBIT A



## PayPal User Agreement

Last Update: May 07, 2013

This Agreement contains sixteen sections. You may jump directly to any section by selecting the appropriate link below. The headings and subheadings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions in Section 16 (Definitions). Underlined words in this Agreement and on our website hyperlink to relevant information.

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### Electronic Communications Delivery Policy

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This User Agreement ("Agreement") is a contract between you and PayPal and applies to your use of the PayPal Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement. In addition, you must read, agree with and accept any applicable agreements on the [Legal Agreements](#) page.

We may amend this Agreement at anytime by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of any Substantial Change by posting notice on the [Policy Updates](#) page of our website.

This is an important document which you must consider carefully when choosing whether to use the PayPal Services. Please be advised: This Agreement contains provisions that govern how claims you and we have against each other are resolved (see Section 14 "Disputes with PayPal" below). It also contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Section 14.3 "Agreement to Arbitrate") by the later of December 2, 2012 or 30 Days after the date you accept the User Agreement for the first time. Unless you opt out: (1) you will only be permitted to pursue claims against PayPal on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

Please note the following risks of using the PayPal Services, which are set forth in more detail in the relevant sections of this Agreement:

Payments received in your Account may be reversed at a later time, for example, if such a payment is subject to a Chargeback, Reversal, Claim or is otherwise invalidated. This means that for some of our Sellers, payments received into their Account may be returned to the sender or otherwise removed from their Account after they have been paid and/or delivered any goods or services sold.

If you are a Seller, you can help protect yourself from the risk of a payment being reversed from your Account by following the criteria set out in the Protection for Sellers section and by following the other guidance provided in the [Security and Protection](#) page accessible via every page of the PayPal website.

We may close, suspend, or limit your access to your Account or the PayPal Services, and/or limit access to your Balance for up to 180 Days (or longer if pursuant to a court order or other legal process) if you violate this Agreement, the [PayPal Acceptable Use Policy](#), any other agreement you enter into with PayPal, or as otherwise specified in this Agreement or other agreement you have entered into with PayPal. We may also use proprietary fraud and risk modeling when assessing the risk associated with your Account. If you wish to open a Dispute through PayPal's Online Resolution Center, you must do so within 45 Days of making your payment or initiating your transaction in the case of Pay After Delivery.

### Electronic Communications Delivery Policy

This policy describes how PayPal communicates with you electronically, provides additional detail about the Communications we provide you, and sets out the hardware and software you need to receive these Communications.

#### Electronic delivery of communications

1. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your PayPal account ("Account") and your use of our services. Communications include, but are not limited to:
  2. agreements and policies you agree to (e.g., the PayPal User Agreement and the PayPal Privacy Policy), including updates to these agreements or policies;
  3. annual disclosures, including prospectuses and reports for PayPal Funds;
  4. transaction receipts or confirmations;

5. Account statements and history;
6. federal and state tax statements we are required to make available to you; and
7. Information related to any other Account, PayPal Funds account, or transaction.

We will provide these Communications to you by posting them on the PayPal website and/or by emailing them to you at the primary email address listed in your PayPal Account Profile.

#### Hardware and software requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

1. a computer with an Internet connection;
2. a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
3. Adobe Acrobat Reader version 6.0 and above to open documents in .pdf format;
4. a valid email address (your primary email address on file with PayPal); and
5. sufficient storage space to save past Communications or an installed printer to print them.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from PayPal. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

#### How to withdraw your consent

You may withdraw your consent to receive Communications electronically by writing to us at "Attn: Electronic Communications Delivery Policy, P.O. Box 45950, Omaha, NE 68145-0950, or by contacting us via the "Contact Us" link at the bottom of each page of the PayPal website. If you fail to provide or if you withdraw your consent to receive Communications electronically, PayPal reserves the right to either deny your application for an Account, restrict or deactivate your Account, close your Account and any sub-account (such as a Student Account), or charge you additional fees for paper copies.

After you consent to receive Communications electronically, you may withdraw your consent to receive IRS Form 1099-K electronically by contacting us as described above. You will continue to receive all your other Communications electronically, but we will send your Form 1099-Ks to you by U.S. mail.

#### Requesting paper copies of electronic Communications

If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 Days after the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail. In order for us to send you paper copies, you must have a current street address on file as your "Home" address in your PayPal Account Profile. If you request paper copies, you understand and agree that PayPal may charge you a Records Request Fee for each Communication. The Records Request Fee will not be charged if you request a Form 1099-K in paper form; for all other Communications, the Records Request Fee is set out in Section 8 of the User Agreement.

#### Updating your contact information

It is your responsibility to keep your primary email address up to date so that PayPal can communicate with you electronically. You understand and agree that if PayPal sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, PayPal will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add PayPal to your email address book so that you will be able to receive the Communications we send to you.

You can update your primary email address or street address at anytime by logging into the PayPal website. If your email address becomes invalid such that electronic Communications sent to you by PayPal are returned, PayPal may deem your Account to be inactive, and you will not be able to transact any activity using your PayPal Account until we receive a valid, working primary email address from you.

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## 1. Our Relationship with You.

**1.1 PayPal is Only a Payment Service Provider.** PayPal helps you make payments to and accept payments from third parties. PayPal is an independent contractor for all purposes, and is not your agent or trustee. PayPal does not have control of, or liability for, the products or services that are paid for with the PayPal Services. We do not guarantee the identity of any User or ensure that a buyer or a Seller will complete a transaction.

**1.2 Your Privacy.** Protecting your privacy is very important to PayPal. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

**1.3 Privacy of Others; Marketing.** If you receive information about another User through the PayPal Services, you must keep the information confidential and only use it in connection with the PayPal Services. You may not disclose or distribute a User's information to a third party or use the information for marketing purposes unless you receive the User's express consent to do so.

You may not send unsolicited email to a User or use the PayPal Services to collect payments for sending, or assisting in sending, unsolicited email to third parties.

**1.4 Intellectual Property.** "PayPal.com", "PayPal", and all logos related to the PayPal Services are either trademarks or registered trademarks of PayPal or PayPal's licensors. You may not copy, imitate or use them without PayPal's prior written consent, in addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by PayPal through our Merchant services, auction tools features or affiliate programs without prior written consent for the purpose of directing web traffic to the PayPal Services. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to PayPal or the PayPal Services or display them in any manner that implies PayPal's sponsorship or endorsement. All right, title and interest in and to the PayPal website, any content thereon, the PayPal Services, the technology related to the PayPal Services, and any and all technology and any content created or derived from any of the foregoing is the exclusive property of PayPal and its licensors.

**1.5 Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without PayPal's prior written consent. PayPal reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

**1.6 Password Security and Keeping Your Email and Address Current.** You are responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that you use to access the PayPal Services. If you use a PayPal Payment Card, you should also carefully safeguard this card. You are responsible for keeping your mailing address and email address up to date in your Account Profile.

**1.7 Notices to You.** You agree that PayPal may provide you Communications about your Account and the PayPal Services electronically as described in our [Electronic Communications Delivery Policy](#). Any electronic Communications will be considered to be received by you within 24 hours after the time we post it to our website or email it to you. Any Communications sent to you by postal mail will be considered to be received by you 3 Business Days after we send it.

**1.8 Notices to PayPal.** Except as otherwise stated above in the [Electronic Communications Delivery Policy](#), and below in Section 12 (Resolution Procedures for Unauthorized Transactions and Other Errors) and Section 14 (Disputes with PayPal), notice to PayPal must be sent by postal mail to: PayPal, Inc., Attention: Legal Department, 2211 North First Street, San Jose, California 95131.

**1.9 Account Statement.** You have the right to receive an Account statement. You may view your Account statement by logging into your Account.

**1.10 Calls to You; Mobile Telephone Numbers.** By providing PayPal a telephone number (including a mobile telephone number), you agree to receive autodialed and prerecorded message calls at that number. The ways in which you provide us a telephone number include, but are not limited to, providing a telephone number at Account opening, adding a telephone number to your Account at a later time, providing it to one of our employees, or by contacting us from that phone number. If a telephone number provided to us is a mobile telephone number, you consent to receive SMS or text messages at that number. We won't share your phone number with non-affiliated third parties for their purposes without your consent, but may share your phone numbers with our Family of Companies or with our service providers, such as billing or collections companies, who may contact you using autodialed or prerecorded message calls or text messages. Standard telephone minute and text charges may apply if we contact you.

**1.11 Recording Calls.** You understand and agree that PayPal may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with PayPal or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with PayPal may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by PayPal, and PayPal does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

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## 2. Accounts.

**2.1 Eligibility.** To be eligible to use the PayPal Services, you must be at least 18 years old and a resident of the United States or one of the countries listed on the [PayPal Worldwide](#) page. This Agreement applies only to Users who are residents of the United States. If you are a resident of another country, you may access the agreement that applies to you from our website in your country.

**2.2 Personal, Premier and Business Accounts; Types of Transactions.** We offer three different types of Accounts: Personal, Premier and Business Accounts. By opening a Premier or Business Account and accepting the terms as outlined in this Agreement, you attest that you are not establishing the Account primarily for personal, family, or household purposes.

You may send money from, and receive money into, your Account, as described in more detail in Section 3 (Sending Money) and Section 4 (Receiving Money). You may also add money to your Balance using an available Payment Method, as described in more detail in Section 3, and withdraw money from your Balance, as described in more detail in Section 6 (Withdrawing Money).

**2.3 Identity Authentication.** You authorize PayPal, directly or through third parties, to make any inquiries we consider necessary to validate your Identity. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or verifying your information against third party databases or through other sources. We may also ask to see your driver's license or other identifying documents at any time. If you use certain PayPal Services, federal law requires that PayPal verify some of your information. PayPal reserves the right to close, suspend, or limit access to your Account and/or the PayPal Services in the event we are unable to obtain or verify this information.

**2.4 Credit Report Authorization.** If you open a Premier or Business Account, you are providing PayPal with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain your personal and/or business credit report from a credit bureau. You are also authorizing PayPal to obtain your personal and/or business credit report: (a) when you upgrade your Personal Account to a Premier or Business Account, (b) when you request certain new products, such as the PayPal Debit Card, or (c) at any time PayPal reasonably believes there may be an increased level of risk associated with your Premier or Business Account.

**2.5 Third Party Permissions.** If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your Account, either through your use of the third party's product or service or through your Account Profile, you acknowledge that PayPal may disclose the information about your Account that is specifically authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold PayPal responsible for, and will indemnify PayPal from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant. You may change or remove these permissions at any time by changing your settings in your Account Profile.

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## 3. Sending Money.

**3.1 Sending Limits.** We may, at our discretion, impose limits on the amount of money you can send through the PayPal Services, including money you send for purchases. You can view your sending limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. If you have a Verified Account, we may increase your sending limits.

**3.2 Default Payment Methods.** When you make a payment, if you have not selected a Preferred Payment Method, PayPal will fund your transaction in this order:

- a. Balance
- b. Instant Transfer from your bank account
- c. PayPal Credit
- d. Debit card
- e. Credit card

#### 1. eCheck

**Note:** If you do not want to use your Balance, you can withdraw it before making a payment.

**3.3 Preferred Payment Method.** You may select a Preferred Payment Method each time you make a payment, except when making a Preapproved Payment, a No Log-In Payment, or an In-Store Checkout payment. Certain funding sources may not be available for certain products; if there are funding source limitations, these will be disclosed to you as part of your transaction flow for the specific product in question. For a Preapproved Payment or, in most instances, a No Log-In Payment, you can select a Preferred Payment Method when you provide your initial authorization for this payment and through the My Preapproved Payments section of your Account Profile (it may be called "Backup Payment Method"). For In-Store Checkout payments, you may change your Preferred Payment Method in your Account Profile prior to initiating your transaction.

If you select a Preferred Payment Method but have available Balance in your Account, your Balance will be used to fund your payment first. If you set a PayPal Credit product or eCheck as your Preferred Payment Method in your Account Profile, it will be used to fund your PayPal payments first, even if you have a Balance.

**3.4 Payment Method Limitations.** In order to manage risk, PayPal may limit the Payment Methods available for a transaction. In addition, Payment Methods may be limited if you make a PayPal payment through certain third party websites or applications. For PayPal Business Payments, you are limited to funding your PayPal payment with either (or both) your Balance or eCheck. In all such cases, you may choose to continue with the transaction with the understanding that you may have fewer avenues available for dispute resolution should the transaction turn out to be unsatisfactory.

**3.5 Bank Transfers.** When you use your bank account as your Payment Method for any transaction or to initiate an Add Funds transaction, you are requesting an electronic transfer from your bank account. For these transactions, PayPal will make electronic transfers via ACH from your bank account in the amount you specify. You agree that such requests constitute your authorization to PayPal to make the transfers. Once you have provided your authorization for the transfer, you will not be able to cancel the electronic transfer. For Pay After Delivery transactions please see Section 3.15. You give PayPal the right to resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds.

**3.6 Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal liable for any damages resulting from a recipient's decision not to accept a payment made through the PayPal Services. Any unclaimed, refunded or denied payment will be returned to your Balance or to the original Payment Method. We will return any unclaimed payment to you within 30 Days of the date you initiated payment.

**3.7 Merchant Processing Delay.** When you send a payment to certain Merchants, you are providing an Authorization to the Merchant to process your payment and complete the transaction. The payment will be held as pending until the Merchant processes your payment. Some Merchants may delay processing your payment. In such an instance, your Authorization will remain valid for up to 30 Days. If your payment requires a currency conversion, the exchange rate, which will include the Currency Conversion Fee described in Section 8 (Fees), will be determined at the time the Merchant processes your payment and completes the transaction.

**3.8 Preapproved Payments.** A Preapproved Payment, including an In-Store Checkout payment, is a payment in which you authorize a Merchant to directly charge your Account on a one-time, regular, or sporadic basis. Preapproved Payments are sometimes called "subscriptions", "recurring payments", "preauthorized transfers" or "automatic payments". Within 2 Business Days of any Preapproved Payment made from your Account, you will receive a confirmation of this transaction by email. The following applies to any Preapproved Payments you make:

- a. **Notice for Certain Preapproved Payments.** If a Preapproved Payment will vary in amount and is made using an Instant Transfer, eCheck, debit card Payment Method or your Balance, you have the right to advance notice of the amount and date of the transfer from the Merchant at least 10 Days before the transfer is made. If the Merchant provides the option, you may choose to receive this advance notice only when the amount of your Preapproved Payment will fall outside a range established between you and the Merchant. This notice is designed to protect you from having insufficient funds in your bank account to cover the Preapproved Payment.
- b. **Stopping a Preapproved Payment.** You may stop a Preapproved Payment at any time up to 3 Business Days before the date of the next scheduled payment by notifying PayPal and/or the Merchant. To stop a Preapproved Payment by notifying PayPal, you must access the My Preapproved Payments section of your Account Profile and follow the links to stop the payment. You may also stop a Preapproved Payment by calling PayPal at (402) 935-2050. Please keep in mind that Preapproved Payments are sometimes referred to as "subscriptions", "recurring payments", "preauthorized transfers", or "automatic payments". Once you contact PayPal to stop a Preapproved Payment, all future Preapproved Payments under your agreement with the Merchant will be stopped. If you stop a Preapproved Payment you may still be liable to the Merchant for the payment or other penalties under the terms of your agreement with the Merchant and you may be required to pay the Merchant through alternative means. We will be liable for your losses or damages directly caused by your failure to stop any Preapproved Payment if you have followed the instructions in this section to notify us.
- c. **Preapproved Payments for In-Store Checkout.** For In-Store Checkout transactions, if we are not able to get an authorization from the Preferred Payment Method you have set with us but we allow you to proceed with the transaction and pay the Merchant, you authorize us to debit your PayPal Account or any of the Payment Methods linked to your PayPal Account to fund your transaction or recover any amounts we paid the Merchant on your behalf. We will only recover up to the amount of the In-Store Checkout transaction you authorized and we paid. You may cancel the authorization for In-Store Checkout in your Account Profile, but you will still be able to pay in stores using Mobile In-Store Payments.

#### 3.9 Accuracy of Information.

You are responsible for confirming the accuracy of the information you provide about each payment you send, including the email address or telephone number of the recipient and the amount of the transaction.

**3.10 PayPal Mobile.** PayPal Mobile allows you to access certain PayPal Services through your mobile phone. PayPal Mobile is not available in all countries. If you use PayPal Mobile, you are responsible for any fees that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge. Your phone service provider is not the provider of the PayPal Services.

**3.11 PayPal Mobile Check Capture.** By using PayPal Mobile Check Capture, you authorize the Check Processor to clear and process Check Images transmitted by you to your Account to fund payments. You agree that you will only transmit Images of Checks to the Check Processor.

A "Check" includes:

1. Personal and business checks;
2. U.S. Treasury checks.

You will not transmit any Check image that:

1. is payable to any person or entity other than you;
2. is prohibited by, or received in violation of, any law, rule or regulation;
3. you know or suspect (or should know or suspect) is fraudulent or otherwise not authorized by the owner of the bank account on which the check is drawn;
4. has been previously cashed or deposited;
5. is postdated or more than 6 months old;
6. is payable to cash;
7. is a U.S. Savings Bond, money order, cashier's check, or traveler's check;
8. is irregular in anyway (such as bearing different numerical and written amounts or a nonexistent date);
9. does not bear a signature of the person on whose account the check is drawn; or
10. is drawn on a financial institution that is located outside of the United States.

You agree to sign the back of your check prior to submitting it and that each image you submit will be an accurate representation of the front and the back of the Check. Once transmitted a Check is an "Item" within the meaning of Article 4 of the Uniform Commercial Code.

You will not create or transmit duplicate Images of any Check you submit through PayPal Mobile Check Capture, nor deposit or transfer the original of any Check unless the Check Processor informs you that the Images you submitted of the original Check cannot be processed.

You agree to retain and safeguard the original Check for at least 15 Days after you have photographed and transmitted the Check Images. After 15 Days have passed and you have verified that the funds associated with the Check have been added to your Balance, you agree to destroy the original Check.

The Check Processor will transfer the funds related to any Check Image you submit to you no more than 7 Business Days from the date you submit the Images, unless the Check or its Image does not comply with the requirements above, or is returned unpaid by the bank that it is drawn against. If funds have been added to your Account using PayPal Mobile Check Capture and the Check is subsequently returned unpaid for any reason, the Check Processor will remove these funds from your Account. PayPal and the Check Processor have the right to refuse any Mobile Check Capture transaction submitted by you. You may not submit Check Images through PayPal Mobile Check Capture with a total value greater than \$1000 in any Day, nor \$3000 in any month. PayPal and the Check Processor may limit the amount and number of Check Images that you may submit at PayPal and the Check Processor's discretion.

If your Account is restricted after you submit an image to the Check Processor, you will not be able to use those funds until you resolve the restriction on your Account.

**3.12 Debit Card Processing.** PayPal will process your debit card funded transactions through either the ATM debit network or the Visa/MasterCard network. If we process your debit card through an ATM debit network, we may provide you with the opportunity to switch to a Visa or MasterCard network by clicking the "Funding Sources" link on the payment review page. If you use your PayPal Debit Card for a payment that is not in U.S. Dollars, your transaction will be funded with your U.S. Dollar Balance, even if you have a Balance in another currency. Any required currency conversion will be performed by Visa, MasterCard, or a similar third party and may be subject to a fee by that third party.

**3.13 Credit Card Information.** If your credit card account number changes or your credit card expiration date changes, we may acquire that information from our financial services partner and update your Account.

**3.14 Digital Goods Micropayment Purchases.** If you purchase Digital Goods from certain Merchants using PayPal, we may offer you the option to pay for those goods at a later date, at no additional cost to you ("Post Payment Option"). We may offer you this option at our discretion, which we may revoke at any time. The Post Payment Option is only enabled if you have no Balance in your Account. The amounts you pay using the Post Payment Option will be deducted from your Account no more than 21 Days following your initial purchase, or when your Digital Goods purchases using the Post Payment Option reach a certain amount that is no more than \$25.00 USD, whichever is earlier. This date and amount will be stated in your transaction details shown under your History in the My Account tab of your Account. If you use the Post Payment Option but subsequently change your settings through your Account Profile to pay for these purchases at the time you make them, you will not be able to switch back to the Post Payment Option for a period of 6 months.

**3.15 Pay After Delivery ("PAD").** The Pay After Delivery payment option allows qualifying buyers to purchase eligible items and wait up to 14 days to pay for them. The PAD payment option is only available for eligible purchases under \$10,000.00 and is not available to all buyers. In order to use PAD, qualifying buyers must have a valid checking or other qualifying account at a bank which is linked to their PayPal Account and identified as their primary bank account from which funding transfers may be withdrawn; if there is no valid linked bank account then PAD will not be available, even if the qualifying buyer has used PAD before. When a buyer and item purchased are eligible for PAD, which shall be determined in PayPal's sole discretion, buyer may choose the PAD payment option at the time of purchase. Although PayPal will not impose a fee for a buyer's use of PAD, it is possible a third party, such as the financial institution holding the primary bank account, may impose a fee in connection with the payment or purchase, in addition to the amount of the transaction.

If buyer selects PAD as the payment method:

- a. The entire transaction amount will be funded from the buyer's primary bank account linked to buyer's PayPal Account, even if the buyer has a balance in their PayPal Account, except where there are insufficient available funds in the primary bank account. Buyer authorizes PayPal to submit the debit to buyer's primary bank account for the amount of the transaction, and resubmit it again if the initial debit is rejected or insufficient. In the event there are insufficient available funds in buyer's primary bank account, buyer authorizes PayPal to fund the remaining amount of the transaction from any of the following sources: PayPal Balance, credit card, or debit card. For each payment using PAD, buyer authorizes PayPal to debit the primary bank account for the full amount of the payment 14 Days after the transaction date, or sooner in accordance with buyer's instructions. PayPal will send buyer by email a reminder before the scheduled debit.
- b. Where buyer has qualified for and initiated a PAD transaction, PAD will be identified as buyer's Preferred Payment Method for future eligible transactions; however, buyer may change their Preferred Payment Method at any time for future transactions. Buyer will still need to select the PAD payment option for each qualifying payment at the time of the transaction. Buyer may select a different Payment Method for future transactions and change their Payment Method at the time the buyer makes the payment.
- c. Buyer's PayPal Purchase Protection rights described in Section 13 of the User Agreement will apply to a purchase using a PAD payment option, except a buyer using PAD must file a dispute within 45 Days from the date of the purchase. If buyer has a problem with their purchase buyer must follow the procedures described in Section 13 of the PayPal User Agreement. If buyer files a dispute within 14 Days of making the purchase with PAD, PayPal will debit the primary bank account after the resolution process is complete and only if buyer loses. Buyer authorizes PayPal to debit their primary bank account for the full amount of the payment if buyer loses a PayPal Purchase Protection claim.

PayPal has the right, at any time and in its sole discretion, to terminate, cancel, suspend or modify the PAD payment option, qualifications or eligibility for PAD, or any buyer's ability to use PAD.

### 3.16 In-Store Checkout.

- a. **General.** In-Store Checkout allows you to make payments using your PayPal Account in a Merchant's physical store if the Merchant accepts PayPal. In-Store Checkout payments are made using your mobile phone number, a PayPal payment card (the "PayPal Payment Card"), or Mobile In-Store Payments. You must confirm your mobile phone number with PayPal by registering it with PayPal, setting a PIN, and receiving a confirmation from us via SMS. You request a PayPal Payment Card when you sign up for In-Store Checkout at [www.PayPal.com/anywhere](http://www.PayPal.com/anywhere). If you do not receive your PayPal Payment Card within 14 Days after requesting it, or if your card is lost or stolen, you must follow the procedures set forth in Section 12 to report the lost or stolen card.
- b. **Special Offers.** You may receive promotional offers from PayPal, such as coupons, Merchant Specific Promotional Balances and other deals (together, "Offers") that can be applied at In-Store Checkout. To use an Offer, you must first save it to your PayPal Account. Some Offers may be saved automatically. The Offer will apply the next time you make a purchase at the offering Merchant via In-Store Checkout, unless you mark the Offer for later use. Use of Offers is subject to the Offer's terms. The Merchant and/or PayPal set the Offer terms, which may be viewed when you receive the Offer or in your PayPal Account if the Offer is saved there. Offer terms apply to refunds for items purchased using the Offer. The refunded amount may go back to the Offer, your Payment Method for the transaction, your PayPal Balance or a combination of the above. PayPal has no liability if you fail to use any Offers prior to expiration or if PayPal does not remind you of pending Offers or their expiration dates. PayPal is not responsible for Offer terms set by a Merchant or for the compliance of those terms with any applicable laws.
- c. **Wish Lists.** If you sign up for In-Store Checkout, you will be able to create wish lists of goods or services within your PayPal Account that you would like to store for future purchasing decisions ("Wish Lists"). You can create a Wish List by adding a product or service directly to your Wish List by logging into your PayPal Account, or through PayPal Shopping searches. The results of any search on PayPal Shopping will be generated by third party service providers of PayPal. These search results can be saved into your Wish List. PayPal has no liability for the search results generated by its third party service providers, the information contained in those results, or the failure of any Merchant to honor the price or terms included in the search results.
- d. **Social Sharing of Offers.** If you have an Offer in your PayPal Account, you can share it with your online community of friends and family via social sharing sites with whom we integrate. If you share any Offers, you may be required to first consent to certain information being shared by us with the social sharing site. Any data received by PayPal from these social sharing sites will be subject to our [Privacy Policy](#). In addition to complying with the other requirements of Section 9.1 below, you agree that you will not post any content that is obscene or offensive from your PayPal Account or in connection with the Offer you are sharing.
- e. **Loyalty Cards.** In-Store Checkout allows you to store your Merchant loyalty card numbers in your PayPal Account for participating Merchants. When you store your loyalty card numbers in your PayPal Account, you will earn any rewards automatically at the time you make your payment to the Merchant, without being required to present the loyalty card. It is your responsibility to make sure that you have entered in your loyalty card information correctly and that you update it as necessary. It is also your responsibility to ensure that you are receiving the rewards to which you are entitled. PayPal is not responsible for managing your loyalty card account by offering this service and any questions about your loyalty card or associated rewards program should be directed to the Merchant that offers the card. Loyalty card benefits may not be available when network connectivity between the merchant and PayPal is unavailable.

### 3.17 Initial Transaction Covered by PayPal

- a. If PayPal has covered your first transaction when you set up your PayPal Account this section applies to you.
- b. Having your initial transaction covered by PayPal is a one-time feature to allow eligible new customers additional time to add a Payment Method and pay for your transaction. Eligibility is determined by PayPal in our sole discretion. If you are an eligible new customer, we will pay the Merchant on your behalf. You agree that you may have up to 30 Days to pay for your transaction by logging into your PayPal Account and adding a Payment Method to pay for your transaction.
- c. You authorize PayPal to charge the first Payment Method that you add after your initial transaction to pay for this transaction.
- d. If the first Payment Method that you add to your PayPal Account is not available or is rejected, you authorize us to use any of the eligible Payment Methods linked to your PayPal Account to recover this amount. We will only recover up to the amount of the transaction you authorized. If you do not pay this amount back after 60 Days we may take action to collect the amount due from you to the full extent permitted by law, and we may restrict further use of your PayPal Account.
- e. If we covered a purchase for you at the time you opened your PayPal Account, we will not cover any later purchase.
- f. PayPal has the right, subject to applicable law, to terminate, cancel, suspend or modify this section at anytime, but any modification will not affect purchases previously covered.

### 3.18 Other Disclosures Regarding Credit

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

As required by California law, a married applicant may apply separately for credit.

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## 4. Receiving Money.

**4.1 Receiving Personal Payments.** If you are selling goods or services, you may not ask the buyer to send you a Personal Payment for the purchase. If you do so, PayPal may remove your ability to accept Personal Payments.

**4.2 Use of PayPal on eBay.** Sellers who offer PayPal as a payment method in their eBay listings must follow these requirements:

- a. Accept PayPal if the eBay listing includes PayPal as a payment method.
- b. Accept all PayPal Payment Methods from a buyer, including but not limited to eCheck and credit cards.
- c. Accept International PayPal transactions if the eBay listing offers shipping outside the U.S.
- d. Sellers may not charge a surcharge for accepting PayPal as a payment method.

**4.3 Payment Review.** Payment Review is a process by which PayPal reviews certain potentially high-risk transactions. If a payment is subject to Payment Review, PayPal will place a hold on the payment and provide notice to the Seller to delay shipping of the item. PayPal will conduct a review and either clear or cancel the payment. If the payment is cleared, PayPal will provide notice to the Seller to ship the item. Otherwise, PayPal will cancel the payment and the funds will be returned to the buyer. All payments that clear Payment Review will

be eligible for PayPal Seller protection coverage if they meet the PayPal Seller protection requirements. PayPal will provide notices to you by email and in the History subtab of your Account.

**4.4 Risk of Reversals, Chargebacks and Claims.** When you receive a payment, you are liable to PayPal for the full amount of the payment sent to you plus any Fees if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the sender, plus the applicable Fees listed in Section 8 (Fees) of this Agreement if you lose a Claim or a Chargeback or if there is a Reversal of the payment. You agree to allow PayPal to recover any amounts due to PayPal by debiting your Balance. If there are insufficient funds in your Balance to cover your liability, you agree to reimburse PayPal through other means. If a sender of a payment files a Chargeback, the credit card issuer, not PayPal, will determine who wins the Chargeback.

**4.5 Refund and Reversal Currencies.** All refunds and reversals will be made in the same currency as the original transaction. If your transaction must be refunded or reversed and you do not have the correct currency available in your Balance, a currency conversion will be performed.

**4.6 No Surcharges.** You agree that you will not impose a surcharge or any other fee for accepting PayPal as a payment method. You may charge a handling fee in connection with the sale of goods or services as long as the handling fee does not operate as a surcharge and is not higher than the handling fee you charge for non-PayPal transactions.

**4.7 Taxes.** It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. PayPal is not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction. You acknowledge that PayPal will report to the Internal Revenue Service the total amount of payments for goods and services you receive each calendar year into all the Accounts you own if you receive into these Accounts (i) more than \$20,000 in payments for goods or services and (ii) receive more than 200 payments for goods or services in the same calendar year.

**4.8 Receiving Payments from Student Accounts.** PayPal may block your ability to receive payments from Student Accounts if you sell goods or services that may be illegal for minors to purchase under any applicable laws or regulations. This includes, but is not limited to, alcohol, tobacco or adult-oriented materials.

**4.9 Your Refund Policy and Privacy Policy.** If you sell goods or services, we recommend that you have a published return policy and a published privacy policy on your website and, if applicable, at your point of sale, including your In-Store Checkout point of sale.

#### 4.10 Receiving Preapproved Payments.

If you receive Preapproved Payments, you must comply with the following requirements:

- Authorization.** You must receive your buyer's prior Authorization for the amount, frequency, and duration of the Preapproved Payment. You must provide your buyer with notice of the amount and date of each Preapproved Payment at least 10 Days before the transfer, unless the buyer has elected to receive notices only for varying amounts, as described in clause (b) below.
- Notice Requirements for Varying Amounts.** If the amount of the Preapproved Payment varies, you must provide your buyer with notice of the amount and date of each Preapproved Payment transfer at least 10 Days before the transfer. You may also give the buyer the option to receive notice only when the amount of a Preapproved Payment falls outside a range that you and the buyer have agreed upon in advance. If the buyer has chosen to receive notices only for Preapproved Payments falling outside the agreed upon range, then you must send your buyer notice of the amount and date of those transfers at least 10 Days before the transfer.
- Required Stop Payment Procedures for Preapproved Payments.** You must provide buyers with the ability to stop a Preapproved Payment up to 3 Business Days before the scheduled date of the Preapproved Payment. If a buyer has stopped or canceled a Preapproved Payment, you may not restart future payments without the written Authorization of the buyer. In addition, if your buyer signed up for the Preapproved Payment through an online method, you must provide a simple and easily accessible online cancellation procedure.

**4.11 No Log-In Payments.** If you receive No Log-In Payments you must receive your buyer's Authorization for the payment amount prior to submitting the No Log-In Payment.

**4.12 Micropayments for Digital Goods.** To qualify to receive Micropayments for Digital Goods, you must submit an application, be approved by us, and have an Account in good standing. By applying for Micropayments for Digital Goods, you agree that for Digital Goods transactions you receive up to the amounts in the table below, if a buyer opens a Dispute, PayPal may reverse the transaction, and remove the funds from your Account without requiring the buyer to escalate the Dispute to a Claim.

Each buyer will be limited to a maximum of three such reversals per month and after reaching this limit will be required to follow PayPal's standard dispute resolution process for any additional Disputes they file.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	89.99 CZK	Polish Złoty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pounds Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

**4.13 PayPal Business Payments.** If you offer PayPal Business Payments in a payment flow, you shall not offer any other PayPal-branded payment option in the same flow.

**4.14 Card Not Present Transactions.** Except for PayPal Debit Card transactions, you acknowledge that all debit or credit card funded transactions from a buyer's Account are processed as "card not present" transactions, even where the buyer is at the physical point of sale. Under the card association rules, a buyer has different Chargeback rights for "card not present" transactions than for transactions where the buyer physically presents the card to the seller.

**4.15. Mobile In-Store Payments.** If you receive Mobile In-Store Payments you must communicate the amount of the transaction to the customer before the transaction takes place. You may charge your customer's PayPal account only for transactions that they have authorized. You must also provide customers with a physical receipt if they request one. You agree that any transaction that you submit shall have an accurate and true description of the goods and services being purchased.

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## 5. Account Balances.

**5.1 Balances.** You do not need to maintain a Balance in your Account in order to make or receive payments. If you do hold a Balance, that Balance represents an unsecured claim against PayPal and is not insured by the FDIC. PayPal will combine your Balance with the Balances of other Users and will invest those funds in liquid investments in accordance with State money transmitter laws. PayPal will own the interest or other earnings on pooled Balances. PayPal will hold pooled Balances separate from its corporate funds and will not use Balances for its operating expenses or for any other corporate purposes. PayPal will not voluntarily make Balances available to its creditors in the event of bankruptcy. In addition, the Issuer of the PayPal Debit Card, which is The Bancorp Bank, holds debit card customer balances in a pooled account held in the debit card Issuer's name for the benefit of PayPal debit card users.

**5.2 Negative Balances and Multiple Currencies.** If your Account has a negative Balance, PayPal may deduct amounts you owe PayPal from money you subsequently add or receive into your Account. If you have multiple currency Balances in your Account and one of the currency Balances becomes negative for any reason, PayPal may offset the negative Balance by using funds you maintain in a different currency Balance. If you have a negative balance in non-U.S. Dollars for a period of 21 Days or longer, PayPal will convert this negative Balance to U.S. Dollars. If you open more than one Account, PayPal may offset the negative Balance in one Account by using any Balance that you maintain in your other Account(s). In the event that a negative Balance is offset by PayPal pursuant to this paragraph, it may be bundled with another debit coming out of your Account.

**5.3 Risks of Maintaining Balances in Multiple Currencies.** You are responsible for all risks associated with maintaining Balances in multiple currencies. You agree that you will not attempt to use multiple currencies for speculative trading.

**5.4 Setoff of Past Due Amounts.** If you have a past due amount owed to PayPal or a PayPal affiliate, including our parent company eBay, and the amount is not the subject of a dispute, PayPal may debit your Account to pay any amounts that are more than 180 Days past due.

**5.5 Security Interest.** To secure your performance of this Agreement, you grant to PayPal a lien on and security interest in and to the Balances in your Account in the possession of PayPal.

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## 6. Withdrawing Money.

**6.1 How to Withdraw Money.** You may withdraw funds from your Account by electronically transferring them to your bank account, requesting a physical check through the mail, or using your PayPal Debit Card (eligible Users only). Funds may only be withdrawn in US Dollars. If you request a physical check, you will be charged the Withdrawal your Balance Fee as set out in Section 8. Generally, we will send checks only to Confirmed Addresses, unless you have a Verified Account. We will not send checks to P.O. Boxes. If you would like us to send a check to an address that does not meet these criteria, you must contact Customer Service and provide the documentation that we request to verify your association with the address. If you fail to cash a check within 180 Days of the date of issuance, we will return the funds to your Balance but we will retain the Withdrawal your Balance Fee.

**6.2 Withdrawal Limits.** Depending on the degree to which you have Verified your Account, we may limit the amount you may withdraw to \$500.00 USD per month. You can view your withdrawal limit, if any, by logging into your Account and clicking on the View Limits link on the Account Overview page. In addition, we may delay withdrawals of large sums of money while we perform a risk review.

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## 7. Closing Your Account.

**7.1 How to Close Your Account.** You may close your Account at any time by following the instructions in your Account Profile. Upon Account closure, we will cancel any pending transactions and you will forfeit any Balances associated with Redemption Codes, unless otherwise legally prohibited. You must withdraw your Balance prior to closing your Account. If you have a pending PAD payment, we will not close your Account until that payment has been made, but we may limit your ability to make additional transactions using your Account.

**7.2 Limitations on Closing Your Account.** You may not close your Account to evade an investigation. If you attempt to close your Account while we are conducting an investigation, we may hold your Balance for up to 180 Days to protect PayPal, its affiliates, or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

**7.3 Escheatment of Dormant Accounts.** If you do not log in to your Account for two or more years, PayPal may close your Account and send the Balance to your primary address or, if required, escheat (send) your Balance to your state of residency. PayPal will determine your residency based on the state listed in your primary address. If your address is unknown or registered in a foreign country, your Balance will be escheated to the state of Delaware. Where required, PayPal will send you a notice prior to escheating or closing your Account. If you fail to respond to this notice, your Balance will be escheated to the applicable state. If you would like to claim any escheated Balance from the state, please contact your state's Undisclaimed Property Administrator.

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## 8. Fees and Currency Conversion.

### 8.1 Fees Overview.

Fees are based on whether you are making a Purchase Payment, a Personal Payment or a PayPal Business Payment. Some fees are expressed as a percentage of the payment amount. All Fees are in U.S. Dollars unless otherwise stated.

- a. For Purchase Payments, the recipient of the payment will always pay the Fee.
- b. For Personal Payments, the following applies:

1. The Fee depends on the Payment Method you use.
2. The Fee is paid by either the sender or recipient, not both.
3. The sender of the payment generally determines who pays the Fee at the time the sender makes the payment. If you send a Personal Payment from a third party (non-PayPal) website or by using a third party's product or service, then the third party will determine if the sender or recipient of the Personal Payment will pay the Personal Payment Fee. This will be disclosed to you by the third party before the Personal Payment is initiated.
4. It is free to send a Personal Payment to someone in the United States in U.S. Dollars if you use your bank or Balance as the exclusive Payment Method. If you use a different Payment method to send a Personal Payment, the Fees set out below will apply.
5. Additional Fees apply if you are sending or receiving money to or from a country outside the United States or transacting in a foreign currency.
6. If you use your credit card as the Payment Method for a Personal Payment, you may be charged a cash-advance fee by your credit card company.
7. In some instances, Personal Payment pricing may not be available. In these instances, all payments must be Purchase Payments.
8. Personal Payments may not be available on non-PayPal websites or other applications that offer you the ability to send a payment from your Account.
9. Personal Payments may not be sent to recipients in certain countries.

c. For PayPal Business Payments, the PayPal Business Payment Fee is paid by the recipient unless it is disclosed to you before you send the payment that you, the sender, must pay this Fee.

**8.2 Domestic Payments in U.S. Dollars.** This applies when both the sender and recipient are in the United States and the payment is in U.S. Dollars.

a. **Domestic Personal Payments in U.S. Dollars.**

Activity	Payment Method	Personal Payment Fee
1. Sending or receiving*	Exclusively Balance or bank account	Free
	Other, including a fully or partially funded payment by credit or debit card, or PayPal Credit	2.9% + \$0.30 USD

\* Sender generally determines whether the sender or recipient pays the Fee. See Section 8.1(b).

b. **Domestic Purchase Payments in U.S. Dollars.**

Activity	Purchase Payment Fee		
1. Sending (buying)	Free		
Receiving (selling)	Standard rate:	2.9% + \$0.30 USD	
	Mobile In-Store Payments rate:	2.7%	
	Merchant rates*:	Monthly Sales Volume:	Fee:
		\$0.01 - \$3,000.00	2.9% + \$0.30 USD
		\$3,000.01 - \$10,000.00	2.5% + \$0.30 USD
		\$10,000.01 - \$100,000.00	2.2% + \$0.30 USD
		Over \$100,000.00	1.9% + \$0.30 USD
	Nonprofit rates**:	Monthly Donation Volume:	Fee:
		\$0.01 - \$100,000.00	2.2% + \$0.30
		Over \$100,000.00	1.9% + \$0.30

\* To qualify for our Merchant rates you must submit a one-time application, have qualifying monthly sales volume, and have an Account in good standing.

\*\* Nonprofit rates are only available for registered charities with 501(c)(3) status.

**8.3 Domestic Payments in a Foreign Currency.** When both the sender and recipient are in the United States, but the payment is in a currency other than U.S. Dollars, then the Fees above shall apply with the following change: The \$0.30 USD fixed fee portion of the Fees above will be replaced by the fixed fee of the currency of the payment as described in Section 8.4(c) below.

**8.4 International Payments.** The following Fees apply when either the sender or recipient is outside the United States.

a. **International Personal Payments.**

The Fee is based on the country of the recipient:

Activity	Country	Personal Payment Fee when Payment Method is exclusively Balance or bank.	Personal Payment Fee when another Payment Method is used to fully or partially fund the payment, including a credit or debit card, or PayPal Credit
Sending or receiving*	Australia	1%	3.4% + Fixed Fee**
	Brazil	1%	7.4% + Fixed Fee**

Canada, sending only	0%	2.9% + Fixed Fee**
Canada, receiving only	1%	2.9% + Fixed Fee**
China	0.5%	3.9% + Fixed Fee**
Germany	2%	3.9% + Fixed Fee**
Hong Kong	0.5%	3.9% + Fixed Fee**
Singapore	0.5%	3.9% + Fixed Fee**
Taiwan	0.5%	3.9% + Fixed Fee**
Elsewhere	0.5%	3.9% + Fixed Fee**

\* Sender generally determines whether the sender or recipient pays the Fee. See Section 8.1(b).

\*\* See Section 8.4(c) below for detailed list of fixed fees for international payments.

b. International Purchase Payments.

Activity	Purchase Payment Fee		
Sending (buying)	Free*		
Receiving (selling)	Standard rate: 3.9% + Fixed Fee***		
	Mobile In-Store Payments rate: 3.7%		
	Merchant rates**:	Monthly Sales Volume:	Fee:
		\$0.01 - \$3,000.00	3.9% + Fixed Fee***
		\$3,000.01 - \$10,000.00	3.5% + Fixed Fee***
		\$10,000.01 - \$100,000.00	3.2% + Fixed Fee***
		Over \$100,000.00	2.9% + Fixed Fee***
	Nonprofit rates****:	Monthly Donation Volume:	Fee:
		\$0.01 - \$100,000.00	3.2% + Fixed Fee***
		Over \$100,000.00	2.9% + Fixed Fee***

\* Your financial institution may charge fees directly to the card you use to fund a cross-border payment even where no currency conversion is involved.

\*\* To qualify for our Merchant rates you must submit a one-time application, have qualifying monthly sales volume, and have an Account in good standing.

\*\*\* See Section 8.4(c) below for detailed list of fixed fees for international payments.

\*\*\*\* Nonprofit rates are only available for registered charities with 501(c)(3) status.

c. Fixed Fees. The fixed fee that applies is based on the currency of the payment:

Currency	Fee	Currency	Fee
Australian Dollar	\$0.30 AUD	Norwegian Krone:	2.80 NOK
Brazilian Real	0.60 BRL	Philippine Peso:	15.00 PHP
Canadian Dollar:	\$0.30 CAD	Polish Zlotych:	1.35 PLN
Czech Koruna:	10.00 CZK	Russian Ruble*:	10 RUB
Danish Krone:	2.60 DKK	Singapore Dollar:	\$0.50 SGD
Euro:	€0.35 EUR	Swedish Krona:	3.25 SEK
Hong Kong Dollar:	\$2.35 HKD	Swiss Franc:	0.65 CHF
Hungarian Forint:	80 HUF	Taiwan New Dollar:	10.00 TWD
Israeli Shekel:	1.20 ILS	Thai Baht:	11.00 THB
Japanese Yen:	¥40 JPY	U.K. Pounds Sterling:	£0.20 GBP
Mexican Peso:	\$4.00 MXN	U.S. Dollar:	\$0.30 USD
New Zealand Dollar:	\$0.45 NZD		

\* Subject to commencement of PayPal's Russian Ruble service.

8.5 **Micropayments Fees.** PayPal offers two micropayments fee programs: (i) Micropayments for Digital Goods, and (ii) Micropayments Pricing.

- If you apply and qualify for Micropayments for Digital Goods, then for each transaction involving only Digital Goods, you agree to pay either the standard Purchase Payment Fees described in Sections 8.2 and 8.4, or the micropayments Fees set out in clauses

(a) to (c) below, whichever rate results in a lower amount being charged to you for the transaction.

ii. If you sign up for Micropayments Pricing, then the micropayment Fees provided in clauses (a) to (c) below will apply to all Purchase Payments you receive into your Account. If you have both a Micropayments Pricing enabled Account and a standard pricing Account, you acknowledge that it is your responsibility to correctly route your payments to the appropriate Account, and that once a transaction is processed through the Account you selected, you may not request that the transaction be processed through a different Account.

a. **Domestic Micropayments In U.S. Dollars.** The following Fees apply when both the sender and recipient are in the United States and the payment is in U.S. Dollars:

Activity	Micropayments Pricing Fees
Sending (buying)	Free
Receiving (selling)	5% + \$0.05 USD

b. **International Micropayments.** The following Fees apply when either the sender or recipient is outside the United States:

Activity	Micropayments Pricing Fees
Sending (buying)	Free*
Receiving (selling)	6% + Fixed Fee**

\* Your financial institution may charge fees directly to the card you use to fund a cross-border payment even where no currency conversion is involved.  
 \*\* See clause 8.5(c) below for a detailed list of fixed fees for international payments.

c. **Fixed Fees.** The fixed fee that applies to international micropayments pricing is based on the currency of the payment:

Currency	Fee	Currency	Fee
Australian Dollar:	\$0.05 AUD	Norwegian Krone:	0.47 NOK
Brazilian Real:	0.10 BRL	Philippine Peso:	2.5 PHP
Canadian Dollar:	\$0.05 CAD	Polish Złotych:	0.23 PLN
Czech Koruna:	1.67 CZK	Russian Ruble*:	2 RUB
Danish Krone:	0.43 DKK	Singapore Dollar:	\$0.08 SGD
Euro:	€0.05 EUR	Swedish Krona:	0.54 SEK
Hong Kong Dollar:	\$0.39 HKD	Swiss Franc:	0.09 CHF
Hungarian Forint:	15 HUF	Taiwan New Dollar:	2.00 TWD
Israeli Shekel:	0.20 ILS	Thai Baht:	1.80 THB
Japanese Yen:	¥7 JPY	U.K. Pounds Sterling:	£0.05 GBP
Mexican Peso:	\$0.55 MXN	U.S. Dollar:	\$0.05 USD
New Zealand Dollar:	\$0.08 NZD		

\*Subject to commencement of PayPal's Russian Ruble service.

**8.6 PayPal Business Payment Fee.** The PayPal Business Payment Fee is currently being offered as a pilot and only through third parties' products or services (not by PayPal directly). PayPal will apply the following Fee to each PayPal Business Payment transaction:

a. **Domestic PayPal Business Payments In U.S. Dollars.** This Fee applies when both the sender and recipient are in the United States, and the payment is in U.S. Dollars.

Activity	PayPal Business Payment Fee
Sending or receiving*	\$0.50 USD

\* The PayPal Business Payment Fee is paid by the recipient unless you are the sender and it is disclosed to you before you send the payment that you must pay this fee.

b. **International Business Payments In U.S. Dollars.** The following Fees apply when either the sender or recipient is outside the United States, and the payment is in U.S. Dollars.

Activity	Country	PayPal Business Payment Fee
Sending*	Canada	\$5.00 USD
	China**	2%, up to a maximum of \$60.00 USD

Receiving*	Canada	1% + \$0.50 USD, up to a maximum of \$15.00 USD
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\* The PayPal Business Payment Fee is paid by the recipient unless you are the sender and it is disclosed to you before you send the payment that you must pay this fee.

\*\* PayPal Business Payments may only be sent to China in U.S. Dollars and the payment must be equal to or greater than \$2000.00 USD.

c. **International Business Payments in a Foreign Currency.** The following Fees apply when either the sender or recipient is outside the United States, and the payment is in a currency other than U.S. Dollars.

Activity	Country	PayPal Business Payment Fee
Sending*	Canada	\$5.00 CAD
Receiving*	Canada	1% + \$0.50 CAD, up to a maximum of \$15.00 CAD

\* The PayPal Business Payment Fee is paid by the recipient unless you are the sender and it is disclosed to you before you send the payment that you must pay this fee.

**8.7 Mass Payment Fees.** The following fees apply when you use Mass Payments to send multiple payments at the same time.

a. **Domestic Mass Payments.** If you send Mass Payments within the U.S., your fee is 2% of each recipient's payment amount, up to a maximum amount of \$1.00 USD per recipient, or its foreign currency equivalent as set out below.

Currency	Fee	Currency	Fee
Australian Dollar:	\$1.25 AUD	Norwegian Krone:	6.75 NOK
Brazilian Real:	2.00 BRL	Philippine Peso:	50.00 PHP
Canadian Dollar:	\$1.25 CAD	Polish Złotych:	3.00 PLN
Czech Koruna:	24.00 CZK	Russian Ruble*:	240 RUB
Danish Krone:	6.00 DKK	Singapore Dollar:	\$1.60 SGD
Euro:	€0.85 EUR	Swedish Krone:	9.00 SEK
Hong Kong Dollar:	\$7.00 HKD	Swiss Franc:	1.30 CHF
Hungarian Forint:	210 HUF	Taiwan New Dollar:	33.00 TWD
Israeli Shekel:	4.00 ILS	Thai Baht:	36.00 THB
Japanese Yen:	¥120 JPY	U.K. Pounds Sterling:	£0.65 GBP
Mexican Peso:	\$11.00 MXN	U.S. Dollar:	\$1.00 USD
New Zealand Dollar:	\$1.50 NZD		

\*Subject to commencement of PayPal's Russian Ruble service.

b. **International Mass Payments.** If you send Mass Payments internationally, your fee is 2% of each recipient's payment amount, up to a maximum amount of \$20.00 USD per recipient, or its foreign currency equivalent as set out below.

Currency	Fee	Currency	Fee
Australian Dollar:	\$24.00 AUD	Norwegian Krone:	120.00 NOK
Brazilian Real:	40.00 BRL	Philippine Peso:	1,000.00 PHP
Canadian Dollar:	\$24.00 CAD	Polish Złotych:	60.00 PLN
Czech Koruna:	400.00 CZK	Russian Ruble*:	1,400 RUB
Danish Krone:	120.00 DKK	Singapore Dollar:	\$32.00 SGD
Euro:	€16.00 EUR	Swedish Krone:	160.00 SEK
Hong Kong Dollar:	\$160.00 HKD	Swiss Franc:	20.00 CHF
Hungarian Forint:	6000 HUF	Taiwan New Dollar:	800.00 TWD
Israeli Shekel:	80.00 ILS	Thai Baht:	800.00 THB
Japanese Yen:	¥2,000 JPY	U.K. Pounds Sterling:	£14.00 GBP
Mexican Peso:	\$300.00 MXN	U.S. Dollar:	\$20.00 USD
New Zealand Dollar:	\$30.00 NZD		

\*Subject to commencement of PayPal's Russian Ruble service.

**8.8 Additional Fees.**

Activity	Fee																																																
	2.5% added to the exchange rate																																																
Currency Conversion	<p>The Currency Conversion Fee applies whenever a currency conversion is required to complete your transaction. The exchange rate is determined by a financial institution and is adjusted regularly based on market conditions. Adjustments may be applied immediately and without notice to you.</p> <p>When your payment is funded by a debit or credit card and requires a currency conversion, you consent to and authorize PayPal to convert the currency in place of your debit or credit card issuer. You have the right to have your card issuer perform the currency conversion and can choose this option during checkout on your transaction review page before you complete the transaction.</p>																																																
Withdrawing your Balance	Free to transfer to a bank. \$1.50 for a physical check.																																																
	<p>The Chargeback Fee applies at the time a Chargeback is applied to your Account for a payment you received and for which you are not eligible for PayPal Seller protection. This Fee is based on the currency received as follows:</p> <table border="1"> <thead> <tr> <th>Currency</th><th>Chargeback Fee</th></tr> </thead> <tbody> <tr> <td>Australian Dollar:</td><td>\$22.00 AUD</td></tr> <tr> <td>Brazilian Real:</td><td>35.00 BRL</td></tr> <tr> <td>Canadian Dollar:</td><td>\$20.00 CAD</td></tr> <tr> <td>Czech Koruna:</td><td>400.00 CZK</td></tr> <tr> <td>Danish Krone:</td><td>120.00 DKK</td></tr> <tr> <td>Euro:</td><td>€16 EUR</td></tr> <tr> <td>Hong Kong Dollar:</td><td>\$155.00 HKD</td></tr> <tr> <td>Hungarian Forint:</td><td>4325 HUF</td></tr> <tr> <td>Israeli Shekel:</td><td>75.00 ILS</td></tr> <tr> <td>Japanese Yen:</td><td>¥1875 JPY</td></tr> <tr> <td>Mexican Peso:</td><td>\$250.00 MXN</td></tr> <tr> <td>New Zealand Dollar:</td><td>\$28.00 NZD</td></tr> <tr> <td>Norwegian Krone:</td><td>125.00 NOK</td></tr> <tr> <td>Philippine Peso</td><td>900.00 PHP</td></tr> <tr> <td>Polish Złoty:</td><td>65.00 PLN</td></tr> <tr> <td>Russian Ruble*:</td><td>640 RUB</td></tr> <tr> <td>Singapore Dollar:</td><td>\$28.00 SGD</td></tr> <tr> <td>Swedish Krona:</td><td>150.00 SEK</td></tr> <tr> <td>Swiss Franc:</td><td>22.00 CHF</td></tr> <tr> <td>Taiwan New Dollar:</td><td>625.00 TWD</td></tr> <tr> <td>Thai Baht:</td><td>650.00 THB</td></tr> <tr> <td>U.K. Pounds Sterling:</td><td>£14.00 GBP</td></tr> <tr> <td>U.S. Dollar:</td><td>\$20.00 USD</td></tr> </tbody> </table> <p>*Subject to commencement of PayPal's Russian Ruble service</p>	Currency	Chargeback Fee	Australian Dollar:	\$22.00 AUD	Brazilian Real:	35.00 BRL	Canadian Dollar:	\$20.00 CAD	Czech Koruna:	400.00 CZK	Danish Krone:	120.00 DKK	Euro:	€16 EUR	Hong Kong Dollar:	\$155.00 HKD	Hungarian Forint:	4325 HUF	Israeli Shekel:	75.00 ILS	Japanese Yen:	¥1875 JPY	Mexican Peso:	\$250.00 MXN	New Zealand Dollar:	\$28.00 NZD	Norwegian Krone:	125.00 NOK	Philippine Peso	900.00 PHP	Polish Złoty:	65.00 PLN	Russian Ruble*:	640 RUB	Singapore Dollar:	\$28.00 SGD	Swedish Krona:	150.00 SEK	Swiss Franc:	22.00 CHF	Taiwan New Dollar:	625.00 TWD	Thai Baht:	650.00 THB	U.K. Pounds Sterling:	£14.00 GBP	U.S. Dollar:	\$20.00 USD
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U.S. Dollar:	\$20.00 USD																																																
Purchase Payment Refund Fee	If you refund a Purchase Payment, we will retain the fixed fee portion of the Purchase Payment Fee. The buyer's Account will be credited with the full Purchase Payment amount and the fixed fee portion of the Purchase Payment Fee will be deducted from your Account in addition to the amount of the refunded payment. The fixed fee will depend on the currency of the original Purchase Payment and is listed above.																																																
Credit Card and Debit Card Confirmation	\$1.95 This fee will be refunded if you successfully complete the credit card or debit card confirmation process.																																																
Records Request	\$10.00 per item requested We will not charge you for records requested in connection with your good-faith assertion of an error in your																																																

## Account

## 8.9 PayPal Debit Card Fees.

Activity	Fee
U.S. ATM Withdrawal	\$1.00 USD (plus any amounts charged by the ATM owner)
Signature Withdrawal	\$3.00 USD if a signature is required.
ATM withdrawal from an ATM machine that is not in the U.S.	1% This fee will apply even if the transaction does not require a currency conversion.
PayPal Debit Card purchase from a Seller who is not in the U.S.	1% This fee will apply even if the transaction does not require a currency conversion.
Currency Conversion	2.5% added to the exchange rate The exchange rate is determined by a financial institution and is adjusted regularly based on market conditions. Adjustments may be applied immediately and without notice to you.

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## 9. Restricted Activities.

**9.1 Restricted Activities.** In connection with your use of our website, your Account, the PayPal Services, or in the course of your interactions with PayPal, other Users, or third parties, you will not:

- a. Breach this Agreement, the [Commercial Entity Agreement](#), the [Acceptable Use Policy](#) or any other agreement or policy that you have agreed to with PayPal;
- b. Violate any law, statute, ordinance, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising);
- c. Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. Sell counterfeit goods;
- e. Act in a manner that is defamatory, trade libelous, threatening or harassing;
- f. Provide false, inaccurate or misleading information;
- g. Send or receive what we reasonably believe to be potentially fraudulent funds;
- h. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- i. Attempt to double dip during the course of a dispute by receiving or attempting to receive funds from both PayPal and the Seller, bank or credit card issuer for the same transaction;
- j. Control an Account that is linked to another Account that has engaged in any of these Restricted Activities;
- k. Conduct your business or use the PayPal Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties or other liability to PayPal, other Users, third parties or you;
- l. Have a credit score from a credit reporting agency that indicates a high level of risk associated with your use of the PayPal Services;
- m. Use your Account or the PayPal Services in a manner that PayPal, Visa, MasterCard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- n. Allow your Account to have a negative Balance;
- o. Provide yourself a cash advance from your credit card (or help others to do so);
- p. Access the PayPal Services from a country that is not included on PayPal's [permitted countries list](#);
- q. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy, use any robot, spider, other automatic device, or manual process to monitor or copy our website without our prior written permission; or use any device, software or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our website or the PayPal Services;
- r. Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- s. Use the PayPal Services to test credit card behaviors;
- t. Circumvent any PayPal policy or determinations about your Account such as temporary or indefinite suspensions or other Account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to create new or additional PayPal Account(s) when an Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional PayPal Accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's PayPal Account;
- u. Harass our employees, agents, or other users.

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## 10. Your Liability - Actions We May Take.

## 10.1 Your Liability.

- a. **General.** You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by PayPal, a User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the PayPal Services. You agree to reimburse PayPal, a User, or a third party for any and all such liability.
- b. **Liability for Claims under PayPal Purchase Protection.** If you are a Seller and PayPal makes a final decision that you lose a Claim filed directly with PayPal, you will be required to reimburse PayPal for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of your PayPal fees. PayPal Seller protection may cover your liability—see Section 11 (Protection for Sellers) below.

If a buyer files a Significantly Not as Described (SNAD) Claim for an item they purchased from you, you will generally be required to accept the item back and refund the buyer the full purchase price plus original shipping costs. You will not receive a refund of your PayPal fees. Further, if you lose a SNAD Claim because we, in our sole discretion, reasonably believe the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed). PayPal Seller protection will not cover your liability.

- c. **Liability for claims filed under eBay's Buyer Protection resolution process.** If you are an eBay Seller, eBay requires that you comply with the eBay Buyer Protection resolution process. As such, you have provided eBay with permission to make a final decision on a claim that a buyer files against you directly with eBay. If eBay makes a final decision that you lose a claim, you agree to allow PayPal to remove funds from your Account including funds held in non-USD balances which will be converted to USD at the then prevailing currency exchange rate in order to reimburse your buyer or eBay for your liability. eBay Buyer Protection claims filed directly with eBay are not covered by PayPal Seller protection. Please see the eBay Buyer Protection policy for more information. You will not receive a refund of your PayPal fees. If your Balance is not sufficient to reimburse your buyer or eBay, PayPal will place a hold on your Account until the earlier of: (1) when sufficient funds are added to your Balance to reimburse eBay for your liability at which time we will reimburse eBay in full, or (2) 20 Days from the date of eBay's decision that you lose the claim at which time we will remove your Balance to partially reimburse eBay for your liability.

If you do not want to allow PayPal to reimburse eBay for your liability, you may opt-out by calling eBay at 1-866-643-0898. Your opt-out will be effective within 3 Business Days. If you opt-out then eBay will not use your Account to recover amounts that you owe due to an eBay claim that you lost. This opt-out will not affect other amounts that you pay to eBay using your Account (such as your eBay fees).

**10.2 Reimbursement for Your Liability.** In the event that you are liable for any amounts owed to PayPal, PayPal may immediately remove such amounts from your Balance. If you do not have a Balance that is sufficient to cover your liability, your remaining Balance (if any) will be removed, your Account will have negative Balance up to the amount of your liability, and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, PayPal may engage in collection efforts to recover such amounts from you.

**10.3 Actions by PayPal - Restricted Activities.** If PayPal, in its sole discretion, believes that you may have engaged in any Restricted Activities, we may take various actions to protect PayPal, eBay, other Users, other third parties, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- a. We may close, suspend, or limit your access to your Account or the PayPal Services (such as limiting access to any of your Payment Methods, and/or your ability to send money, make withdrawals, or remove financial information). Use the Report Form link to request information in connection with an account limitation, hold or reserve – to access the Report Form:
  - 1. If you are currently Logged into your PayPal account, go to: [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_contact&dwf=req\\_info&limit](https://www.paypal.com/us/cgi-bin/webscr?cmd=_contact&dwf=req_info&limit)
  - 2. If you are currently NOT Logged in to your PayPal account, go to: [https://www.paypal.com/us/cgi-bin/webscr?cmd=\\_login-submit&login.cmd=\\_contact&continue=Continue&dwf=req\\_info&limit](https://www.paypal.com/us/cgi-bin/webscr?cmd=_login-submit&login.cmd=_contact&continue=Continue&dwf=req_info&limit)
- b. We may contact Users who have purchased goods or services from you, contact your bank or credit card issuer, and/or warn other Users, law enforcement, or impacted third parties of your actions;
- c. We may update inaccurate information you provided us;
- d. We may refuse to provide the PayPal Services to you in the future;
- e. We may hold your Balance for up to 180 Days if reasonably needed to protect against the risk of liability or if you have violated our Acceptable Use Policy;
- f. We may take legal action against you; and
- g. If you violate the PayPal Acceptable Use Policy, then in addition to the above actions you will be liable to PayPal for the amount of PayPal's damages caused by your violation of the Acceptable Use Policy. You acknowledge and agree that \$2,500.00 USD per violation of the Acceptable Use Policy is presently a reasonable minimum estimate of PayPal's actual damages considering all currently existing circumstances, including the relationship of the sum to the range of harm to PayPal that reasonably could be anticipated because, due to the nature of the violations of the Acceptable Use Policy, actual damages would be impractical or extremely difficult to calculate. PayPal may deduct such damages directly from any existing Balance in the offending Account or any other Account you control.
- h. PayPal, in its sole discretion, reserves the right to terminate this Agreement, access to its website, or access to the PayPal Services for any reason and at any time upon notice to you and payment to you of any unrestricted funds held in your Balance.

#### 10.4 Actions by PayPal - Court Orders or Other Legal Process.

PayPal, in its sole discretion, may take various actions including placing a hold, Reserve, or other limitation on your Account or the funds in it and/or releasing any or all of your funds in the event it receives notice of a court order or other legal process that restricts the use of or access to your funds or requires their release. PayPal will give notice of a hold, Reserve, or limitation it makes to comply with a court order or other legal process, unless the court order or other process directs that PayPal not provide you notice, in which case the court order or other process supersedes any notice obligation PayPal has undertaken or agreed to under the terms of this Agreement. PayPal has no obligation to contest or appeal from any such order or process. Holds, Reserves, or limitations on your account that are placed in response to a court order or other legal process may be maintained longer than 180 Days. PayPal will decide in its sole discretion the appropriate scope of a hold, Reserve, and/or limitation to assure compliance with a court order or other legal process.

Additionally, in the event PayPal receives notice of a garnishment or equivalent legal process directing the restraint of funds in your Account or directing payment of funds from your Account to the court or another third party, PayPal may limit your Account and hold the funds in it for up to 180 days, and may disburse funds from your Account, as needed, for the purpose of resolving any Dispute, Claim, Chargeback, or Reversal.

#### 10.5 Actions by PayPal - Holds.

- a. **Risk-Based Holds.** PayPal, in its sole discretion, may place a hold on any or all of the payments you receive when PayPal believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. PayPal's

determination may be based on a number of different factors and PayPal may rely on information it receives from its third party partners such as eBay. If PayPal places a hold on a payment, the funds will appear in your "Pending Balance" and the payment status will show as "Completed - Funds not yet available". If PayPal places a hold on any or all of the payments you receive PayPal will provide you with notice of our actions. PayPal will release the hold on any payment after 21 Days from the date the payment was received into your Account unless you receive a Dispute, Claim, Chargeback, or Reversal or PayPal has taken another action permitted under this Section 10. PayPal, in its sole discretion, may release the hold earlier under certain circumstances, for example PayPal may release the hold earlier if you have uploaded tracking information. If you receive a Dispute, Claim, Chargeback, or Reversal, PayPal may continue holding the payment in your Account until the matter is resolved pursuant to this Agreement.

b. **Disputed Transaction Holds.** If a User files a Dispute, Claim, Chargeback or Reversal on a payment you received, PayPal may place a temporary hold on the funds in your Account to cover the amount of the liability. If you win the dispute or the transaction is eligible for PayPal Seller protection, PayPal will lift the temporary hold. If you lose the dispute, PayPal will remove the funds from your Account. This process also applies to claims that a buyer files directly with eBay through the eBay resolution process if your Account is your reimbursement method for buyer claims.

#### 10.6 Actions by PayPal - Reserves.

PayPal, in its sole discretion, may place a Reserve on funds held in your Premier or Business Account when PayPal believes there may be a high level of risk associated with your Account. If PayPal places a Reserve on funds in your Account, they will be shown as "pending" in your PayPal Balance. If your Account is subject to a Reserve, PayPal will provide you with notice specifying the terms of the Reserve. The terms may require that a certain percentage of the amounts received into your Account are held for a certain period of time, or that a certain amount of money is held in reserve, or anything else that PayPal determines is necessary to protect against the risk associated with your Account. PayPal may change the terms of the Reserve at any time by providing you with notice of the new terms.

**10.7 Actions by PayPal - Account Closure, Termination of Service, Limited Account Access; Confidential Criteria.** If we close your Account or terminate your use of the PayPal Services for any reason, we will provide you with notice of our actions. Except as expressly provided otherwise in this Agreement, if we limit access to your Account, including through a Reserve or hold, we will provide you with notice of our actions; we will also provide you with an opportunity to request restoration of access if, in our sole discretion, we deem it appropriate. Further, you acknowledge that PayPal's decision to take certain actions, including limiting access to your Account by placing holds or imposing Reserves, may be based on confidential criteria that are essential to our management of risk and the security of Users' Accounts and the PayPal system. You agree that PayPal is under no obligation to disclose the details of its risk management or security procedures to you.

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### 11. Protection for Sellers.

#### 11.1 PayPal Seller Protection.

PayPal Seller protection is protection we provide Sellers from Claims, Chargebacks, or Reversals that are based on:

- Unauthorized Transaction or
- Item Not Received

PayPal Seller protection is available for eligible payments from buyers in any country.

#### 11.2 Scope of Protection.

PayPal will protect you for the full amount of the eligible payment and waive the Chargeback Fee, if applicable. There is no limit on the number of payments for which you can receive coverage.

#### 11.3 Eligibility Requirements.

To be eligible for PayPal Seller protection, you must meet all of the basic requirements listed below under (a) Basic Requirements. To be covered for Item Not Received protection, you must meet both the Basic Requirements and the Item Not Received Additional Requirements listed below under (b). To be covered for Unauthorized Transaction protection, you must meet both the Basic Requirements and the Unauthorized Transactions Additional Requirements listed below under (c).

##### a. Basic Requirements:

- You must ship the item to the shipping address on the Transaction Details Page.
- You must respond to PayPal's requests for documentation and other information in a timely manner.
- The item must be a physical, tangible good that can be shipped.
- Your primary residence, as listed in your Account, must be in the United States.

##### b. Item Not Received Additional Requirements:

- For Chargebacks, the payment must be marked "eligible" or "partially eligible" for PayPal Seller protection on the Transaction Details Page.
- You must provide Proof of Delivery as described below in Section 11.4.
- If the payment is for pre-ordered or made-to-order goods, shipment is required within the timeframe specified in your item listing. Otherwise, it is recommended that you ship all items within 7 Days after receipt of payment.

##### c. Unauthorized Transactions Additional Requirements:

- The payment must be marked "eligible" for PayPal Seller protection on the Transaction Details Page.
- You must provide Proof of Shipment or Proof of Delivery.

#### 11.4 Proof of Shipment, Proof of Delivery and Signature Confirmation Requirements.

"Proof of Shipment" is online or physical documentation from a shipping company that includes all of the following:

- The date the item is shipped.
- The recipient's address matches the shipping address provided on the Transaction Details Page.

- The recipient's address, showing at least the city & state, or city & country, or zip/postal code (or international equivalent).

"Proof of Delivery" is online documentation from a shipping company that includes all of the following:

- The item's status as delivered.
- The date the item is delivered.
- The recipient address is the same as in the shipping address section on the Transaction Details Page.
- The recipient's address, showing at least the city & state, or city & country, or zip/postal code (or international equivalent).
- Signature Confirmation as described below if the full amount of the payment including shipping and taxes is \$250 USD or more or its foreign currency equivalent provided below:

350 Australian Dollar (AUD)	380 New Zealand Dollar (NZD)
500 Brazilian Real (BRL)	1,600 Norwegian Krone (NOK)
325 Canadian Dollar (CAD)	12500.00 Philippine Peso (PHP)
6,000 Czech Republic Koruna (CZK)	800 Polish New Zloty (PLN)
1,500 Danish Krone (DKK)	150 Pound Sterling – United Kingdom (GBP)
200 Euro (EUR)	400 Singaporean Dollar (SGD)
2,000 Hong Kong Dollar (HKD)	2,000 Swedish Krone (SEK)
55,000 Hungarian Forint (HUF)	330 Swiss Franc (CHF)
1,000 Israeli Shekel (ILS)	8250.00 Taiwan New Dollar (TWD)
28,000 Japanese Yen (JPY)	9000.00 Thai Baht (THB)
2,200 Mexican New Peso (MXN)	

"Signature Confirmation" is online documentation that can be viewed at the shipping company's website and indicates that the item was signed for on delivery.

**11.5 Items/transactions not eligible for PayPal Seller protection.** The following are examples of items/transactions not eligible for PayPal Seller protection.

- **Claims or Chargebacks for Significantly Not as Described.**
- Items that you deliver in person, including in connection with In-Store Checkout.
- Intangible items, including Digital Goods, and services.
- PayPal Direct Payments.
- Virtual Terminal Payments.
- PayPal Business Payments.
- Items that are not shipped to the recipient's shipping address on the Transaction Details Page. If you originally ship the item to the recipient's shipping address on the Transaction Details Page but the item is later redirected to a different address, you will not be eligible for PayPal Seller protection. We therefore recommend not using a shipping service that is arranged by the buyer, so that you will be able to provide valid proof of shipping and delivery.

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## 12. Resolution Procedures for Unauthorized Transactions and Other Errors.

(Previously called the Electronic Funds Transfer Rights and Error Resolution Policy)

**12.1 Protection for Unauthorized Transactions and Other Errors.** When an Unauthorized Transaction or Other Error occurs in your Account, including Unauthorized Transactions that occur because your PayPal Debit Card or PayPal Mobile-activated phone has been lost or stolen, PayPal will cover you for the full amount of every eligible Unauthorized Transaction or Other Error as long as you follow the procedures discussed below in Section 12.2.

An "Unauthorized Transaction" is a type of error that occurs when money is sent from your Account that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Account, and sends a payment from your Account, an Unauthorized Transaction has occurred. If you give someone access to your Account (by giving them your login information) and they conduct transactions without your knowledge or permission, you are responsible for any resulting use. Such transactions are not considered Unauthorized Transactions and are not covered under any PayPal protection programs.

In addition, "Other Errors" occur when money is either incorrectly taken from your Account or incorrectly placed into your Account, or when transactions are incorrectly recorded in your Account. Other Errors that are covered by PayPal are limited to the following events: if you send a payment and it is incorrectly debited from your Account; if an incorrect amount is credited to your Account; if a transaction is missing from or not properly identified in your Account statement; if you receive an incorrect amount of money at an ATM; and if there is a computational or mathematical error by PayPal. Unauthorized Transactions and Other Errors do not include Disputes, Claims, Chargebacks, and Reversals. You agree that PayPal is authorized to handle Disputes, Claims, Chargebacks, and Reversals as set forth in this Agreement, and that no determination made by PayPal or a card issuer with respect to a Dispute, Claim, Chargeback or Reversal will be considered an Unauthorized Transaction or Other Error. Routine inquiries about your Account balance or the status of a pending transfer into or out of your Account are not considered Unauthorized Transactions or Other Errors unless you expressly notify us of an Unauthorized Transaction or Other Error in connection with the transfer. Requests for information for tax or other recordkeeping purposes and requests for duplicate documentation also are not deemed to be Unauthorized Transactions or Other Errors.

You may request documentation or information regarding your Account or transaction to determine whether an Unauthorized Transaction or Other Error exists by contacting us through the Contact Us link at the bottom of each page of the PayPal website.

### 12.2 Notification Requirements.

- a. You should immediately notify PayPal if you believe:

1. there has been an Unauthorized Transaction, unauthorized access to your Account, or the occurrence of an Other Error;
2. there is an error in your Account statement (you can access your Account statement by logging into your Account) or your transaction confirmation sent to you by email;

3. your password or PayPal Mobile PIN has been compromised;
4. your PayPal Debit Card or PayPal Mobile-activated phone has been lost, stolen or deactivated; or
5. you need more information about a transaction listed on the statement or transaction confirmation.

b. To be eligible for 100% protection for Unauthorized Transactions or Other Errors in your Account, you must notify us within 60 Days after any Unauthorized Transaction or Other Error first appears in your Account statement. We will extend the 60 Day time period if a good reason, such as a hospital stay, kept you from notifying us within 60 Days.

You should regularly log into your Account and review your Account statement to ensure that there has not been an Unauthorized Transaction or Other Error. PayPal will also send an email to the primary email address you have provided in order to notify you of each transaction from your Account, unless you have opted out of receiving certain notifications. You should also review these transaction confirmations to ensure that each transaction was authorized and is accurate.

For Unauthorized Transactions or Other Errors Involving your PayPal Debit Card, notify us as follows:

- Log into your Account, go to the "Account Overview" page, select the transaction details for the transaction you wish to dispute and then follow the directions. Please print and sign the completed form, then mail it to us (PayPal, Attn: PayPal Debit Card Department, P.O. Box 45950, Omaha, NE 68145-0950) or send it by fax to (303) 395-2855; or
- Telephone PayPal Customer Service at (402) 935-7733.

For Unauthorized Transactions or Other Errors in your Account, notify us as follows:

- [Use this form](#) to file an error report in the PayPal Resolution Center; or
- Write to PayPal, Attn: Error Resolution Department, P.O. Box 45950, Omaha, NE 68145-0950; or
- Telephone PayPal Customer Service at (402) 935-7733.

When you notify us, provide us with all of the following information:

- Your name and email address registered to your Account;
- A description of any suspected Unauthorized Transaction or Other Error and an explanation as to why you believe it is incorrect or why you need more information to identify the transaction; and
- The dollar amount of any suspected Unauthorized Transaction or Other Error.

If you notify us orally, we may require that you send us your complaint or question in writing within 10 Business Days. During the course of our investigation, we may request additional information from you.

**12.3 PayPal Actions after Receipt of Your Notification.** Once you notify us of any suspected Unauthorized Transaction or Other Error, or we otherwise learn of one, we will do the following:

1. We will conduct an investigation to determine whether there has been an Unauthorized Transaction or Other Error that is eligible for protection.
2. We will complete our investigation within 10 Business Days of the date we received your notification of the suspected Unauthorized Transaction or Other Error. If your Account is new (the first transaction from your Account was less than 30 Business Days from the date you notify us), we may take up to 20 Business Days to complete this investigation. If we need more time, we may take up to 45 Days to complete our investigation (or up to 90 Days for new Accounts, or if your transaction was at a point of sale where you were physically present, or a foreign initiated transaction).

If we decide that we need more time to complete our investigation, we will provisionally credit your Account for the amount of the suspected error. You will receive the provisional credit within 10 Business Days of the date we received your notice (or 20 Business Days for new Accounts). This will allow you to have use of the money until we complete the investigation. We will notify you of the provisional credit within 2 Business Days of the crediting. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days (or 20 Business Days for new Accounts), we will not provisionally credit your Account.

3. We will inform you of our decision within 3 Business Days after completing our investigation.

If we determine that there was an error, we will promptly credit the full amount of the error into your Account within 1 Business Day of our determination. Or, if you have already received a provisional credit, you will be allowed to retain those amounts.

If we decide that there was not an error, we will include an explanation of our decision in our email to you. If you received a provisional credit, we will remove it from your Account and notify you of the date and amount of the debit. You may request copies of the documents that we used in our investigation.

**12.4 PayPal Processing Errors.** We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, PayPal will credit your Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, PayPal will debit the extra funds from your Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

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### 13. Protection for Buyers.

**13.1 Types of Problems Covered.** PayPal Purchase Protection (also known as PayPal Buyer Protection) helps you if you encounter either of these problems:

1. You did not receive the item you paid for with PayPal – "Item Not Received" (INR), or
2. You received an item you paid for with PayPal but it is "Significantly Not as Described" (SNAD) (as described below)

If your problem is a transaction that you did not authorize, please [use this form](#) to report the unauthorized transaction.

An item is "Significantly Not as Described" if it is materially different from what the Seller described in the item listing. Here are some

examples:

1. You received a completely different item. For example, you purchased a book and received a DVD or an empty box.
2. The condition of the item was misrepresented. For example, the description when you bought the item said "new" and the item was used.
3. The item was advertised as authentic but is not authentic.
4. The item is missing major parts or features which were not disclosed in its description when you bought the item.
5. You purchased three items from a Seller but only received two.
6. The item was damaged during shipment.

An item is not **Significantly Not as Described** if it is materially similar to the Seller's item listing description. Here are some examples:

1. The defect in the item was correctly described by the Seller.
2. The item was properly described but you didn't want it after you received it.
3. The item was properly described but did not meet your expectations.
4. The item has minor scratches and was listed as used condition.

### 13.2 Eligibility Requirements.

- a. To be eligible for PayPal Purchase Protection you must meet all of the following requirements:
  - Pay for the eligible item from your Account.
  - Pay for the full amount of the item with one payment. Items purchased with multiple payments – like a deposit followed by a final payment – are not eligible.
  - Send the payment to the Seller through:
    - the eBay "Pay Now" button or the eBay invoice; or
    - the "Send Money" button of your Account by selecting "eBay item" and entering your eBay User ID and the eBay item number for purchases on eBay website; or
    - the Send Money tab on the PayPal website, by clicking the "Purchase" tab, or by selecting the "Checkout with PayPal" button or otherwise selecting PayPal as part of a Seller's checkout flow.
  - Open a Dispute within 45 Days of the date you sent the payment, then follow the online dispute resolution process described below under Dispute Resolution. For Pay After Delivery transactions you must open your Dispute within 45 Days of the date of your transaction.
  - Have an Account in good standing.
- b. For items purchased on eBay look for either a PayPal or eBay purchase or buyer protection message in the eBay listing. If you see a message and you meet the eligibility requirements, then your purchase is covered by PayPal Purchase Protection. The purchase or buyer protection message will vary based on the eBay website. The message must appear on the top part of the listing and not under the "Description" or "Shipping and Payments" tabs. If the listing does not include the purchase or buyer protection message, then it is not eligible for PayPal Purchase Protection.

13.3 **Intangible Items.** PayPal Purchase Protection only applies to PayPal payments for certain tangible, physical goods. Payments for the following are not eligible for reimbursement under PayPal Purchase Protection:

1. Intangible items, including Digital Goods
2. Services
3. Real estate, including residential property
4. Businesses
5. Vehicles, including motor vehicles, motorcycles, caravans, aircraft and boats
6. Custom-made items
7. Travel tickets, including airline flight tickets
8. Items prohibited by the [PayPal Acceptable Use Policy](#)
9. Items which you collect in person or arrange to be collected on your behalf, including items bought through In-Store Checkout at the retail point of sale
10. Items that violate eBay's [Prohibited or Restricted Items Policy](#)
11. Industrial machinery used in manufacturing
12. Items equivalent to cash, including prepaid or gift cards
13. PayPal Direct Payments
14. Virtual Terminal Payments
15. Personal Payments

Even if your payment is not eligible for PayPal Purchase Protection, you can file a Dispute and try to resolve the issue directly with the Seller; however, PayPal will generally not find in your favor if you escalate a Dispute to a Claim for an item which is not eligible for PayPal Purchase Protection.

13.4 **Coverage Amount.** If you are eligible for PayPal Purchase Protection and PayPal finds in your favor on your Claim, PayPal will reimburse you for the full purchase price of the item and original shipping costs – with no cap on coverage.

PayPal will not reimburse you for the return shipping costs that you incur to return a **Significantly Not As Described** item to the Seller or

other party specified by PayPal. If the Seller presents evidence that they delivered the goods to your address, PayPal may find in favor of the Seller for an Item Not Received claim even if you did not receive the goods.

**13.5 Dispute Resolution.** If you are unable to resolve a problem directly with a Seller, you can go to the [Resolution Center](#) and follow this process:

- **Open a Dispute.** Open a Dispute within 45 Days of the date you made the payment (or the date of the transaction if using Pay After Delivery) for the item you would like to dispute to negotiate with the Seller for resolution of the Dispute. We will place a hold on all funds related to the transaction in the Seller's Account until the Dispute is resolved or closed.
- **Escalate the Dispute to a Claim.** If you and the Seller are unable to come to an agreement, you can escalate the Dispute to a Claim within 20 Days after opening the Dispute.

You must wait at least 7 Days from the date of payment to escalate a Dispute for an Item Not Received (INR), unless the Dispute is for the equivalent of \$2,500 U.S. Dollars or more (or currency equivalent). If you do not escalate the Dispute to a Claim within 20 Days, PayPal will close the Dispute.

- **Respond to PayPal's requests for information in a timely manner.** During the Claim process, PayPal may require you to provide documentation to support your position. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies.
- **Comply with PayPal's shipping requests in a timely manner.** For Significantly Not as Described (SNAD) Claims, PayPal may require you, at your expense, to ship the item back to the Seller, PayPal, or a third party and to provide proof of delivery.

For transactions that total less than \$250, proof of delivery is confirmation that can be viewed online and includes the delivery address showing at least city/state or zip, delivery date, and the URL to the shipping company's website if you've selected "Other" in the shipping drop down menu. For transactions that total \$250 or more, you must get signature confirmation of delivery.

- **Claim Resolution Process.** Once a Dispute has been escalated to a Claim, PayPal will make a final decision in favor of the buyer or the Seller. You may be asked to provide receipts, third party evaluations, police reports, or anything else that PayPal specifies. PayPal retains full discretion to make a final decision in favor of the buyer or the Seller based on any criteria PayPal deems appropriate. In the event that PayPal makes a final decision in favor of the buyer or Seller, each party must comply with PayPal's decision. PayPal will generally require the buyer to ship an item that the buyer claims is SNAD back to the Seller (at the buyer's expense), and PayPal will generally require a Seller to accept the item back and refund the buyer the full purchase price plus original shipping costs. In the event a Seller loses a Claim, the Seller will not receive a refund on his or her PayPal or eBay fees associated with the transaction. If you lose a SNAD Claim because the item you sold is counterfeit, you will be required to provide a full refund to the buyer and you will not receive the item back (it will be destroyed).

**13.6 Digital Goods Micropayment Disputes and Claims.** If you file a Dispute for a Digital Goods purchase of up to the amounts in the table below, PayPal may, at our discretion, reverse the transaction without requiring you to escalate the Dispute to a Claim.

Currency	Amount	Currency	Amount
Australian Dollar:	\$9.99 AUD	New Zealand Dollar:	\$9.99 NZD
Brazilian Real:	7.99 BRL	Norwegian Krone:	29.99 NOK
Canadian Dollar:	\$3.99 CAD	Philippine Peso:	499.99 PHP
Czech Koruna:	99.99 CZK	Polish Złoty:	19.99 PLN
Danish Krone:	24.99 DKK	Singapore Dollar:	\$9.99 SGD
Euro:	€3.99 EUR	Swedish Krona:	34.99 SEK
Hong Kong Dollar:	\$49.99 HKD	Swiss Franc:	4.99 CHF
Hungarian Forint:	999 HUF	Taiwan New Dollar:	249.00 TWD
Israeli Shekel:	15.99 ILS	Thai Baht:	249.99 THB
Japanese Yen:	¥999 JPY	U.K. Pounds Sterling:	£3.99 GBP
Mexican Peso:	\$39.99 MXN	U.S. Dollar:	\$3.99 USD

PayPal may limit the number of automatic reversals that you benefit from. If these are limited, you will still be able to follow PayPal's standard dispute resolution processes described in this Section 13 to attempt to resolve the issue with the Seller directly.

**13.7 Relationship between PayPal's protection programs and Chargebacks.** Credit card Chargeback rights, if they apply, are broader than PayPal's protection programs. Chargebacks may be filed more than 45 Days after the payment, may cover unsatisfactory items even if they do not qualify as SNAD, and may cover intangible items. You may pursue a Dispute/Claim with PayPal, or you may contact your credit card company and pursue your Chargeback rights. You may not pursue both at the same time or seek a double recovery. If you have an open Dispute or Claim with PayPal, and you also file a Chargeback with your credit card company, PayPal will close your Dispute or Claim, and you will have to rely solely on your Chargeback rights.

If PayPal does not make a final decision on your Claim until after your credit card issuer's deadline for filing a Chargeback, and because of our delay you recover less than the full amount you would have been entitled to recover from the credit card Issuer, we will reimburse you for the remainder of your loss (minus any amount you have already recovered from the Seller).

Before contacting your card Issuer or filing a Dispute with PayPal, you should contact the Seller to resolve your issue in accordance with the Seller's return policy as stated on their auction or website.

**13.8 No Double Recovery.** You may not file a Dispute/Claim, or receive a recovery, for a purchase under PayPal Purchase Protection if you have already received a recovery for that purchase directly from eBay, the seller, or another third party, or if you have already filed a case for that purchase with eBay, the seller, or another third party.

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## 14. Disputes with PayPal.

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You and PayPal agree that any claim or dispute at law or equity that has arisen or may arise between us will be resolved in accordance with the provisions set forth in this Section (Section 14: Disputes with PayPal). Please read this Section carefully. It affects your rights and will impact how claims you and we have against each other are resolved.

**14.1 Contact PayPal First.** If a dispute arises between you and PayPal, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the PayPal Services may be reported to Customer Service online through the [PayPal Help Center](#) at any time, or by calling (402) 935-2050 from 6 AM to midnight, Central Time.

**14.2 Applicable Law.** You agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and PayPal, except as otherwise stated in this User Agreement.

**14.3 Agreement to Arbitrate.** You and PayPal each agree that any and all disputes or claims that have arisen or may arise between you and PayPal shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

**a. Prohibition of Class and Representative Actions and Non-Individualized Relief.**

YOU AND PAYPAL AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, UNLESS BOTH YOU AND PAYPAL AGREE OTHERWISE. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER PAYPAL USERS.

**b. Arbitration Procedures.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator also must follow the terms of this User Agreement as a court would. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at [www.adr.org](http://www.adr.org). A form for initiating arbitration proceedings is available on the AAA's website at <http://www.adr.org>.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or PayPal may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and PayPal subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or PayPal, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different PayPal users, but is bound by rulings in prior arbitrations involving the same PayPal user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**c. Costs of Arbitration.**

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, PayPal will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by PayPal should be submitted by mail to the AAA along with your Demand for Arbitration and PayPal will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, PayPal will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse PayPal for all fees associated with the arbitration paid by PayPal on your behalf that you otherwise would be obligated to pay under the AAA's rules.

**d. Severability.**

With the exception of any of the provisions in subsection (a) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in subsection (a) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of the User Agreement, including all other provisions of Section 14 (Disputes with PayPal), will continue to apply.

**e. Opt-Out Procedure.**

You can choose to reject this Agreement to Arbitrate ("opt out") by mailing us a written opt-out notice ("Opt-Out Notice"). For new PayPal users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you accept the User Agreement for the first time. If you are already a current PayPal user and previously accepted the User Agreement prior to the introduction of this Agreement to Arbitrate, the Opt-Out Notice must be postmarked no later than December 1, 2012. You must mail the Opt-Out Notice to PayPal, Inc., Attn: Litigation Department, 2211 North First Street, San Jose, CA95131.

The Opt-Out Notice must state that you do not agree to this Agreement to Arbitrate and must include your name, address, phone number, and the email address(es) used to log in to the PayPal account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the User Agreement, including all other provisions of Section 14 (Disputes with PayPal), will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

**f. Future Changes to the Agreement to Arbitrate.**

Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall

not apply to any claim that was filed in a legal proceeding against PayPal prior to the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in the User Agreement, any such termination shall not be effective until 30 days after the version of the User Agreement not containing the Agreement to Arbitrate is posted to <http://www.paypal.com>, and shall not be effective as to any claim that was filed in a legal proceeding against PayPal prior to the effective date of termination.

**14.4 Insolvency Proceedings.** If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, PayPal will be entitled to recover all reasonable costs or expenses (including reasonable attorneys' fees and expenses) incurred in connection with the enforcement of this Agreement.

**14.5 No Waiver.** Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**14.6 Indemnification.** You agree to defend, Indemnify and hold PayPal, our parent, Affiliates and the officers, directors, agents, joint venturers, employees and suppliers of PayPal, our parent, or our Affiliates, harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement, your improper use of the PayPal Services, and/or your violation of any law or the rights of a third party.

**14.7 Assumption of Rights.** If PayPal pays out a Claim, Reversal or Chargeback that you file against a recipient of your payment, you agree that PayPal assumes your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in PayPal's discretion.

**14.8 Release of PayPal.** If you have a dispute with one or more Users, you release PayPal (and our parent, our Affiliates, and our and their respective officers, directors, agents, joint ventures, employees and suppliers) from any and all Claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

**14.9 State Agencies.** In addition to reporting complaints against PayPal directly to PayPal as described above, if you are a California resident, you may report complaints to the California Department of Financial Institutions at its toll-free telephone number, 1-800-622-0620, by e-mail at [consumer.complaint@dfi.ca.gov](mailto:consumer.complaint@dfi.ca.gov), or by mail at Department of Financial Institutions, Consumer Services, 1810 13th Street, Sacramento, CA 95811. Florida residents may contact the Florida Department of Financial Services in writing at 200 East Gaines Street, Tallahassee, Florida, 32399, or by telephone at 1-800-342-2762. If you are a California resident, you have a right to receive the information listed in Section 1.7 (Notices to You) by email. To make such a request, send a letter to PayPal at the address listed in Section 1.6 (Notices to PayPal), include your email address, and request the information provided in Section 1.7.

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## 15. General Provisions.

**15.1 Limitations of Liability.** IN NO EVENT SHALL WE, OUR PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF PAYPAL, OUR PARENT OR OUR AFFILIATES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, THE PAYPAL SERVICES, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. OUR LIABILITY, AND THE LIABILITY OF OUR PARENT AND AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PAYPAL, OUR PARENT, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, AND SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD THESE PARTIES RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL, OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM (1) YOUR USE OF OR YOUR INABILITY TO USE PAYPAL'S SITES AND SERVICES; (2) DELAYS OR DISRUPTIONS IN PAYPAL'S SITES AND SERVICES; (3) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING PAYPAL'S SITES OR SERVICES OR ANY SITE OR SERVICE LINKED TO PAYPAL'S SITES OR SERVICES; (4) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN PAYPAL'S SITES OR SERVICES OR IN THE INFORMATION AND GRAPHICS OBTAINED FROM THEM; (5) THE CONTENT, ACTIONS, OR IN ACTIONS OF THIRD PARTIES; (6) ASUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT; (7) YOUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THIS USER AGREEMENT OR PAYPAL'S POLICIES. PAYPAL RESERVES THE RIGHT TO MODIFY ITS POLICIES AND THIS USER AGREEMENT AT ANY TIME CONSISTENT WITH THE PROVISIONS OUTLINED HEREIN.

**15.2 No Warranty.** THE PAYPAL SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PAYPAL, OUR PARENT AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES AND SUPPLIERS OF PAYPAL, OUR PARENT OR OUR AFFILIATES, SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PayPal does not have any control over the products or services that are paid for with the PayPal Services and PayPal cannot ensure that a buyer or a Seller you are dealing with will actually complete the transaction or is authorized to do so. PayPal does not guarantee continuous, uninterrupted or secure access to any part of the PayPal Services, and operation of our site may be interfered with by numerous factors outside of our control. PayPal will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and check issuances are processed in a timely manner but PayPal makes no representations or warranties regarding the amount of time needed to complete processing because the PayPal Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or International mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.

**15.3 PayPal Shopping.** PayPal Shopping is part of the PayPal website that features Merchants' offers and enables product search. PayPal does not warrant that product descriptions, pricing, search results, User ratings and reviews or any other content on PayPal Shopping is accurate, complete, reliable or current. PayPal Shopping is provided for informational purposes only and does not constitute an endorsement by PayPal of any product, service or Merchant.

**15.4 License Grant.** If you are using PayPal software such as an API, developer's toolkit or other software application that you have downloaded to your computer, device, or other platform, then PayPal grants you a revocable, non-exclusive, non-transferable license to use PayPal's software in accordance with the documentation. This license grant includes the software and all updates, upgrades, new versions and replacement software for your personal use only. You may not rent, lease or otherwise transfer your rights in the software to a third party. You must comply with the implementation and use requirements contained in all PayPal documentation accompanying the PayPal Services. If you do not comply with PayPal's implementation and use requirements you will be liable for all resulting damages suffered by you, PayPal and third parties. PayPal may change or discontinue any APIs upon notice to you. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software. You acknowledge that all rights, title and interest to PayPal's software are owned by PayPal. Any third party software application you use on the PayPal website is subject to the license you agreed to with the third party that provides you with this software. PayPal does not own, control nor have any responsibility or liability for any third party software.

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application you elect to use on the PayPal website and/or in connection with the PayPal Services. If you are using the PayPal Services on the PayPal website, or other website or platform hosted by PayPal, or a third party, and are not downloading PayPal's software or using third party software applications on the PayPal website, then this section does not apply to your use of the hosted PayPal Services.

## 15.5 Complete Agreement.

This Agreement, along with any applicable policies and agreements on the [Legal Agreements](#) page on the PayPal website, sets forth the entire understanding between you and PayPal with respect to the PayPal Services. Sections 1 (Our Relationship with You), 7 (Closing Your Account), 8 (Fees), 10 (Your Liability - Actions We May Take), 14 (Disputes with PayPal), 15 (General Provisions), and 16 (Definitions), as well as any other terms which by their nature should survive, will survive the termination of this Agreement. Unless stated otherwise in this Agreement, if any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

**15.6 Translated Agreement.** Any translation of this Agreement is provided solely for your convenience and is not intended to modify the terms of this Agreement. In the event of a conflict between the English version of this Agreement and a version in a language other than English, the English version shall apply.

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## 16. Definitions.

**"ACH"** means the Automated Clearing House network.

**"Account"** means a Personal, Business or Premier PayPal account.

**"Account Profile"** means the location on our website where you can, after logging in, view and manage your profile, including your personal information, Payment Method details, preapproved payment authorizations, your selling tools, and your Account settings including your notification preferences and API Access permissions.

**"Add Funds"** means your ability to add money into your Account through a PayPal hosted flow (and not from a third party website).

**"Affiliate"**, **"Affiliated Company"** or **"Family of Companies"** are companies that are direct or indirect subsidiaries of PayPal, Inc. or eBay Inc. or are otherwise related to PayPal through common ownership or control. For more information on our Corporate Family, please visit <http://www.ebayprivacycenter.com/about-us/corporate-family>.

**"Agreement"** means this agreement including all subsequent amendments.

**"Approved Shipper"** means a shipping provider offering services that meet PayPal's standards herein for Viewable Online Proof of Delivery and Viewable Online Signature Confirmation. Approved Shippers include USPS (United States Postal Service), UPS (United Parcel Service), and FedEx. For additional Approved Shippers visit PayPal's online [Security and Protection](#) page.

**"Authorize"** or **"Authorization"** means a buyer's express authorization to a Merchant to collect a payment from the buyer's Account.

**"Balance"** means any amount of funds that you have in your Account, which could be a negative amount if buyers have initiated chargebacks against your Account or if you otherwise owe PayPal money. The terms "money" and "funds" are used interchangeably in this Agreement. A PayPal balance represents an unsecured claim against PayPal and is not insured by the FDIC.

**"Bill Me Later"** means the payment system developed by Bill Me Later, Inc., which allows consumers to pay for purchases by using a revolving line of credit issued by a third-party chartered financial institution.

**"Business Account"** and **"Premier Account"** means an Account that is established primarily for business purposes and not for personal, family, or household purposes.

**"Business Days"** means Monday through Friday, excluding Holidays.

**"Commercial Entity Agreement"** means the agreement that commercial entities are required to enter into directly with PayPal's payment processor(s).

**"Communications"** means any Account, PayPal Funds account, or transaction information that PayPal provides to you, including: any agreements and policies you agree to, including updates to these agreements or policies; annual disclosures, including prospectuses and reports for PayPal Funds; transaction receipts or confirmations; Account statements and history; and federal and state tax statements we are required to make available to you.

**"Chargeback"** means a request that a buyer files directly with his or her debit or credit card company or debit or credit card issuing bank to invalidate a payment.

**"Check"** is defined in Section 3.11 (PayPal Mobile Check Capture).

**"Check Processor"** means a third party bank or bank-affiliated entity that processes Check images transmitted through PayPal Mobile Check Capture.

**"Claim"** means a challenge to a payment that a User files directly with PayPal in the [Online Resolution Center](#) pursuant to Section 13 (Protection for Buyers) of this Agreement.

**"Confirmed Address"** means an address that has been reviewed by PayPal and found highly likely to be that of the User to which it is associated.

**"Customer Service"** is PayPal's customer support which can be accessed online through the [PayPal Help Center](#) at any time, or by calling (402) 935-2050 from 6 AM to midnight Central Time.

**"Days"** means calendar days.

**"Default Payment Methods"** means the order in which PayPal uses your Payment Methods to fund a transaction if you do not select a Preferred Payment Method.

**"Digital Goods"** means goods that are delivered and used in an electronic format.

**"Dispute"** means a dispute filed by a User directly with PayPal in the [Online Resolution Center](#) pursuant to Section 13 of this Agreement.

**"eBay"** means eBay Inc.

**"eBay Gift Card"** means an eBay-branded physical gift card that is issued by PayPal.

**"eCheck"** means a payment funded using a sender's bank account Payment Method that is held pending and not received by the recipient until it clears. When you send money using eCheck it will usually be held pending for 3-4 Business Days. The amount of time

that it is held pending will increase if the payment is sent from a bank account outside the United States.

"Family of Companies" has the same meaning as Affiliate.

"Fees" means those amounts stated in Section 8 (Fees) of this Agreement.

"Holidays" means New Year's Day (January 1), Birthday of Martin Luther King, Jr. (the third Monday in January), Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a Holiday falls on a Saturday, PayPal shall observe the Holiday on the prior Friday. If the Holiday falls on a Sunday, PayPal shall observe the Holiday on the following Monday.

"In-Store Checkout" means the use of PayPal for a transaction that occurs in a Seller's physical location, rather than online, using an access device authorized by us (such as the PayPal Payment Card or a confirmed mobile phone number). In-Store Checkout definition includes Mobile In-Store Payments.

"Information" means any confidential and/or personally identifiable information or other information related to an Account or User, including but not limited to the following: name, email address, date of birth, tax identification number, billing/shipping address, phone number and financial information.

"Instant Transfer" means a payment funded using the sender's bank account Payment Method in which PayPal credits the recipient instantly.

"Item Not Received" means a challenge to a payment from a User claiming that the item purchased was not received.

"Mass Payments" means the ability to send multiple payments at the same time.

"Merchant" and "Seller" are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payment.

"Merchant Processing Delay" means a delay between the time you Authorize a payment and the time the Merchant processes your payment.

"Merchant Specific Promotional Balance" is a separate Balance in your PayPal Account that is funded by either PayPal or a Merchant, that can only be used at a specific Merchant, and that may expire after a specified period of time.

"Micropayments for Digital Goods" means the PayPal Service offered to certain qualifying Merchants who sell Digital Goods which, among other things, offers micropayments pricing and integrated website tools. All Micropayments for Digital Goods are Purchase Payments.

"Mobile In-Store Payments" means using the check-in function in the PayPal mobile application to pay with PayPal based on the sender's proximity to the recipient's location.

"No Log-In Payment" means a PayPal payment that is made to a User without the sender having to log into his/her Account.

"Other Errors" has the definition provided in Section 12 (Resolution Procedures for Unauthorized Transactions and Other Errors) of this Agreement.

"Pay After Delivery" or "PAD" means the PayPal Pay After Delivery service described in Section 3.15.

"Payment Review" means the process described in Section 4 (Receiving Money) of this Agreement.

"Payment Method" means the payment method used to fund a transaction. The following payment methods may be used to fund a transaction: Balance, Instant Transfer, eCheck, PayPal Credit, credit card, debit card, eBay Gift Card and Redemption Codes.

"PayPal," "we," "us" or "our" means PayPal, Inc. and its subsidiaries and affiliates.

"PayPal Business Payments" means payments made through certain third parties' products or services where the sender must fund their payment exclusively using either (or both) their Balance or eCheck and for which the PayPal Business Payment Fee applies. The PayPal Business Payment Fee is currently being offered as a pilot and only through third parties' products or services (not by PayPal directly) in limited product lines.

"PayPal Credit" means PayPal Smart Connect (formerly PayPal Buyer Credit), PayPal Extras MasterCard (formerly the PayPal Plus Card), eBay MasterCard or Bill Me Later.

"PayPal Debit Card" means a PayPal branded debit card that is accepted anywhere that accepts MasterCard.

"PayPal Direct Payment" means a payment processed by PayPal that is funded directly by a credit or debit card and not through an Account, such as payments made through PayPal Payments Advanced and PayPal Payments Pro, but excluding payments made using guest checkout.

"PayPal Mobile" means a PayPal Service that allows you to send and receive payments through your mobile phone.

"PayPal Mobile Check Capture" means the PayPal Service accessed through a PayPal mobile phone application that allows you to add funds to your Balance to make payments by photographing checks written to you using your mobile phone and transmitting the images to a Check Processor through the PayPal Mobile phone application. Upon receipt, the Check Processor processes and clears your check and sends the cleared funds to your Balance.

"PayPal Payment Card" means the PayPal payment card provided to you by PayPal for use with In-Store Checkout.

"PayPal Purchase Protection" (also known as PayPal Buyer Protection) means the protection program PayPal offers Buyers as described in Section 13 (PayPal Purchase Protection) of this Agreement.

"PayPal Services" means all our products and services and any other features, technologies and/or functionalities offered by us on our website or through any other means.

"PayPal Smart Connect" (formerly PayPal Buyer Credit) is a personal credit account exclusively for Users.

"Personal Account" means an Account established primarily for personal, family, or household purposes.

"Personal Payment" means amounts sent between two individuals (not to or from a business) without a purchase. Examples of Personal Payments include sending a gift to a friend or paying a friend back for your share of a lunch bill.

"Policy" or "Policies" means any Policy or other agreement between you and PayPal that you entered into on the PayPal website or in connection with your use of the PayPal Services.

"Preapproved Payment" means a payment in which the recipient is provided advance Authorization to debit the sender's Account.

directly on a one-time, regular, or sporadic basis in accordance with the recipient's agreement with the sender. Preapproved Payments are sometimes called "subscriptions", "automatic payments", "automatic billing" or "recurring payments."

"Preferred Payment Method" (also called "Backup Payment Method") means a Payment Method that you select to fund a payment instead of using the Default Payment Methods.

"Purchase Payment" means a payment received for any of the following:

1. A payment for the sale of goods or services;
2. A payment you received after using the "Request Money" tab on the PayPal website;
3. A payment you received for a donation;
4. A Micropayment for Digital Goods; or
5. A payment that is sent to, or received by, a business or other commercial or non-profit entity.

A PayPal Business Payment is not a Purchase Payment even if it meets any of the descriptions above.

"Redemption Code" means the sequence of letters, numbers, and/or symbols placed on gift certificates, promotional coupons or other promotional offers and used to obtain a benefit.

"Reserve" means a percentage of the funds received into your Account that we hold in order to protect against the risk of Reversals, Chargebacks, Claims or any other liability related to your Account and/or use of the PayPal Services.

"Restricted Activities" means those activities described in Section 9 (Restricted Activities) of this Agreement.

"Reversal" means PayPal reverses a payment you received because (a) it is invalidated by the sender's bank, (b) it was sent to you in error by PayPal, its parent, or Affiliates, (c) the sender of the payment did not have authorization to send the payment (for example: the sender used a credit card that did not belong to the sender), (d) you received the payment for activities that violated this Agreement, the PayPal Acceptable Use Policy, or any other PayPal agreement, or (e) PayPal or eBay decided a Claim against you.

"Seller" and "Merchant" are used interchangeably and mean a User who is selling goods and/or services and using the PayPal Services to receive payment.

"Send Money" means your ability to send money through the PayPal Services including in connection with a purchase of goods or services or as a Personal Payment.

"Significantly Not as Described" has the definition provided in Section 13 (Protection for Buyers) of this Agreement.

"Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

"Transaction Details Page" means the page on the PayPal website titled "Transaction Details" that displays information about the transaction. This page is accessible from the "Details" link on the "Overview" and "History" subtabs of the "My Account" tab on the PayPal website.

"Verified Account" means an Account status that reflects that PayPal is reasonably sure that an Account holder has legal control of one or more of his or her Payment Methods. This verification may take place by way of a random deposit(s) of less than one dollar (\$1.00) by PayPal to the User's bank account. In the case of such random deposit, PayPal will retrieve (debit) the deposited amount from the User's bank account soon afterwards. A Verified Account status does not constitute an endorsement of a User or a guarantee of a User's business practices.

"Virtual Terminal Payment" means a payment processed by PayPal through the Virtual Terminal flows that is funded directly by a Card and not through an Account.

"Viewable Online Proof of Delivery" means documentation that can be viewed online at the Approved Shipper's website and includes the address to which the package was delivered.

"Viewable Online Signature Confirmation" means documentation that can be viewed online at the Approved Shipper's website and includes the signature of the person who received the package.

"Unauthorized Transaction" has the definition provided in Section 12 (Resolution Procedures for Unauthorized Transactions and Other Errors) of this Agreement.

"User" means any person or entity using the PayPal Services including you.

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# **EXHIBIT B**

CORRECTED

FILER'S name, street address, city, state, ZIP code, and telephone no.		FILER'S federal identification no.  <b>770510487</b>	OMB No. 1545-2205
<b>PayPal Inc</b> <b>2211 North First Street</b> <b>San Jose, California 95112</b> <b>Ph No : 877-569-1129</b>		PAYEE'S taxpayer identification no.  <b>XXXXX7482</b>	<b>2012</b>
		1 Gross amount of payment card/ third party network transactions  <b>\$ 1,095,663.36</b>	2 Merchant category code
Check to indicate if FILER is a (an): Payment settlement entity (PSE) <input checked="" type="checkbox"/> Electronic Payment Facilitator (EPF)/Other third party <input type="checkbox"/>		Check to indicate transactions reported are: Payment card <input type="checkbox"/> Third party network <input checked="" type="checkbox"/>	3 Number of purchase transactions (optional)  <b>4</b>
PAYEE'S name  <b>TechJect Inc.</b>		5a January  <b>\$ 0.00</b>	5b February  <b>\$ 0.00</b>
Street address (including apt. no.)  <b>2914 Peek Rd NW</b>		5c March  <b>\$ 0.00</b>	5d April  <b>\$ 0.00</b>
City, state, and ZIP code  <b>Atlanta, GA 30318</b>		5e May  <b>\$ 0.00</b>	5f June  <b>\$ 0.00</b>
PSE'S name and telephone number  <b>PayPal Inc</b> <b>Ph No : 877-569-1129</b>		5g July  <b>\$ 0.00</b>	5h August  <b>\$ 0.00</b>
Account number (see instructions) <b>1750222853570417413</b>		5i September  <b>\$ 0.00</b>	5j October  <b>\$ 0.00</b>
		5k November  <b>\$ 245,296.32</b>	5l December  <b>\$ 850,367.04</b>
		<b>6</b>	<b>7</b>
			<b>8</b>

**Payment Card  
and Third Party  
Network  
Transactions**

**Copy B  
For Payee**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

## Instructions for Payee

You have received this form because you have either: (a) accepted payment cards for payments, or (b) received payments through a third party network that exceeded \$20,000 in gross total reportable transactions and the aggregate number of those transactions exceeded 200 for the calendar year. Merchant acquirers and third party settlement organizations, as payment settlement entities (PSE), must report the proceeds of payment card and third party network transactions made to you on Form 1099-K under Internal Revenue Code section 6050W. The PSE may have contracted with an electronic payment facilitator (EPF) or other third party payer to make payments to you.

If you have questions about the amounts reported on this form, contact the FILER whose information is shown in the upper left corner on the front of this form. If you do not recognize the FILER shown in the upper left corner of the form, contact the PSE whose name and phone number are shown in the lower left corner of the form above your account number.

See the separate instructions for your income tax return for using the information reported on this form.

**Payee's taxpayer identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption

taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments. Note. If your EIN is reported in this box, you should see the complete number in this format (XX-XXXXXX).

**Account number.** May show an account or other unique number the PSE assigned to distinguish your account.

**Box 1.** Shows the aggregate gross amount of payment card/third party network transactions made to you through the PSE during the calendar year.

**Box 2.** Shows the merchant category code used for payment card/third party network transactions (if available) reported on this form.

**Box 3.** May show the number of purchase transactions (not including refund transactions) processed through the payment card/third party network. (Optional—The PSE is not required to complete this box for 2012.)

**Boxes 5a–5l.** Shows the gross amount of payment card/third party network transactions made to you for each month of the calendar year.

For the latest developments regarding Form 1099-K that may occur after this form is printed, visit [www.irs.gov/form1099k](http://www.irs.gov/form1099k).